

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/09/2005	National Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Radio One, Inc.
<b>Street Address:</b>	5900 Princess Garden Parkway
<b>Internal Address:</b>	Attn: General Counsel - 8th Floor
<b>City:</b>	Lanham
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20706
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1862851	THE MORNING POSSE
Registration Number:	1864029	WEEKDAY WORKFORCE
Registration Number:	1865021	Q MIX
Registration Number:	1893355	MAJIC PAYROLL
Registration Number:	1910899	THE STATION THAT PLAYS THE PHAT JAMS
Registration Number:	2005368	COUNT THE JAMS SWEEPSTAKES
Registration Number:	2100581	AFTERNOON TRAFFIC JAM
Registration Number:	1920227	92 Q PLAYS THE MOST MUSIC
Registration Number:	1915547	1994 GOSPEL FESTIVAL
Registration Number:	1946654	STONE SOUL PICNIC
Registration Number:	2009022	THE PEOPLE'S EXPO
Registration Number:	2052412	THE PEOPLE'S EXPO
Registration Number:	1864030	JAMMIN' SEVEN AT SEVEN

OP \$340.00 1862851

CORRESPONDENCE DATA

Fax Number: (214)745-5390

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214.745.5730

Email: bgarrard@winstead.com

Correspondent Name: Winstead Sechrest & Minick

Address Line 1: P.O. Box 50784

Address Line 2: Attn: Beverly Garrard

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Diane K. Lettelleir
Signature:	/Diane K. Lettelleir/
Date:	07/13/2005

**Total Attachments: 4**

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## RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is executed as of this 9<sup>th</sup> day of June, 2005, by BANK OF AMERICA, N.A., in its capacity as Administrative Agent (successor in interest to CREDIT SUISSE FIRST BOSTON in its capacity as agent) (the "Administrative Agent") for itself and each financial institution party from time to time to the Credit Agreement as defined below (the "Lenders").

WHEREAS, RADIO ONE, INC., a corporation organized under the laws of the State of Delaware (herein referred to as the "Debtor"), the Administrative Agent, the Lenders and the other parties thereto entered into that certain Credit Agreement dated as of June 30, 1998 (i) as amended by that certain First Amendment to Credit Agreement dated as of December 23, 1998, (ii) as amended by that certain Second Amendment to Credit Agreement dated as of February 9, 1999, (iii) as amended and restated in its entirety by that certain Amended and Restated Credit Agreement dated as of February 26, 1999, and as amended and restated by that Second Amended and Restated Credit Agreement dated as of July 17, 2000 (as amended, the "Credit Agreement"). (as amended, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Debtor and the Administrative Agent entered into that certain Intellectual Property Security Agreement and Assignment, dated as of June 30, 1998 (the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Administrative Agent was granted a security interest in, among other things, all of Debtor's interest in the collateral more specifically described on Exhibit A attached hereto ("Collateral").

WHEREAS, in connection with the Security Agreement a Notice of Security Interest in U.S. Trademarks (the "Notice") was filed with the United States Patent and Trademark Office on July 14, 1998, and recorded against the Collateral on Reel 1760, Frame 0962.

WHEREAS, the Administrative Agent has received consideration for a full and complete release of the security interest in and liens in the Collateral, and now wishes to release such security interest and liens in the Collateral.

NOW THEREFORE, the Administrative Agent represents and agrees as follows:

1. The Administrative Agent hereby releases, cancels and terminates all of its right, title and interest in and to the Collateral, including its security interest in and liens on the Collateral and all other rights with respect to the Collateral, and conveys and assigns any and all right, title and interest that it may have in and to the Collateral to Debtor.

2. The Administrative Agent represents that it has not exercised any of the rights with respect to the Collateral available to it under the Security Agreement. The Administrative Agent represents and warrants that it has not sold, licensed, conveyed or otherwise alienated any rights in and to the Collateral, and that it has not practiced or sublicensed any of the Collateral.

3. Without limiting the generality of the foregoing, this Release is intended to and shall forever terminate the irrevocable rights in the Collateral conveyed to the Administrative Agent and reconvey such rights to Debtor.

4. The Administrative Agent agrees that hereafter it will not take any action with respect to the Collateral.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

BANK OF AMERICA, N.A. (successor in interest to CREDIT SUISSE FIRST BOSTON in its capacity as agent), as Administrative Agent

By: Maurice E. Washington  
Maurice E. Washington  
Assistant Vice President

STATE OF TEXAS                    §  
  §  
COUNTY OF DALLAS           §

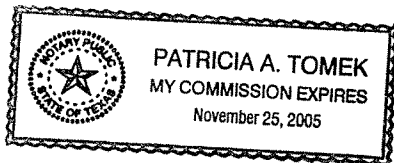
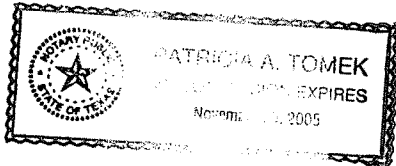
On the 9<sup>th</sup> day of June, 2005, before me personally came Maurice E. Washington to me known, who, being by me duly sworn, did depose and say that he is the Assistant Vice President of Bank of America, N.A. (successor in interest to CREDIT SUISSE FIRST BOSTON in its capacity as agent), the entity described in and which executed the foregoing instrument; and that he signed on behalf of said entity.

[SEAL]

Patricia A. Tomek  
Notary Public

My commission expires:

11-25-05



## EXHIBIT A

<u>Trademark Name</u>	<u>Place of Registration</u>	<u>Registration (Application) Number</u>	<u>Registration (Application) Date</u>
THE MORNING POSSE	United States	1,862,851	November 15, 1994
WEEKDAY WORKFORCE	United States	1,864,029	November 22, 1994
Q MIX	United States	1,865,021	November 29, 1994
MAJIC PAYROLL	United States	1,893,355	May 9, 1995
THE STATION THAT PLAYS THE PHAT JAMS	United States	1,910,899	August 8, 1995
COUNT THE JAMS SWEEPSTAKES	United States	2,005,368	October 1, 1996
AFTERNOON TRAFFIC JAM	United States	2,100,581	September 30, 1997
92Q PLAYS THE MOST MUSIC	United States	1,920,227	September 19, 1995
1994 GOSPEL FESTIVAL & Design	United States	1,915,547	August 29, 1995
STONE SOUL PICNIC	United States	1,946,654	January 9, 1996
THE PEOPLE'S EXPO	United States	2,009,022	October 15, 1996
THE PEOPLE'S EXPO & Design	United States	2,052,412	April 15, 1997
JMMIN' SEVEN AT SEVEN	United States	1,864,030	November 22, 1994