

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Radio One, Inc.		06/13/2005	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wachovia Bank, N.A.
<b>Street Address:</b>	301 South College Street, NCO737
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28288
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	1946654	STONE SOUL PICNIC
Registration Number:	2733792	SONIC SESSIONS
Registration Number:	2648224	SONIC SESSIONS
Registration Number:	2354678	THE PREMIERE SOLUTIONS PROVIDER
Registration Number:	2393498	WTLC
Registration Number:	2338598	92Q JAMS 92.3 FM Q CARD
Registration Number:	2463155	MARKETING ONE
Registration Number:	2668830	UNITY THROUGH MUSIC
Registration Number:	2642154	WKYS
Registration Number:	2876047	RADIO ONE
Registration Number:	2841068	PLATINUM PASSPORT
Serial Number:	76371193	RADIO ONE
Serial Number:	76407087	UP CLOSE AND PERSONAL
Serial Number:	78238058	THE PEOPLE'S EXPO

**CH \$540.00 1946654**

Serial Number:	78378557	IMC INDY'S MUSIC CHANNEL
Serial Number:	78406138	THE BOX
Serial Number:	78460624	MYONE
Serial Number:	78460628	MYONE
Serial Number:	78460629	MYONE
Serial Number:	78460631	MYONE
Serial Number:	78460637	MYONE

**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: 8**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by the signatory hereto (the "Grantor") in favor of Wachovia Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

### RECITALS:

A. Radio One, Inc., a Delaware corporation (the "Borrower"), has entered into a Credit Agreement, dated as of June 13, 2005, (as the same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time parties to the Credit Agreement, Bank of America, N.A., as syndication agent, Credit Suisse, Merrill Lynch, Pierce Fenner & Smith Incorporated, and SunTrust Bank, as co-documentation agents, and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 13, 2005, in favor of the Administrative Agent for the benefit of the Secured Parties (as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

C. Under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Collateral Grant of Security. Grantor hereby pledges, grants and collaterally assigns to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all United States trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each

registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all United States patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all United States copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by

or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

Section 2. Recordation. This Intellectual Property Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

RADIO ONE, INC.

By: 

Name: Scott R. Royster

Title: Executive Vice President and  
Chief Financial Officer

TRADEMARK

REEL: 003120 FRAME: 0724

## Trademarks

Owner	Registered Trademark	Registration Number	Int'l Class Covered	Goods or Services Covered	Date Registered	Country/State of Registration
Radio One, Inc.	Stone Soul Picnic	1,946,654	41	Education and entertainment services in the nature of a festival to present the diverse and unique aspects of African American culture featuring musical performances	1/9/1996	USA
Radio One, Inc.	Sonic Sessions	2,733,792	9	Pre-recorded compact disc and tapes featuring selected musical	7/8/2003	USA
Radio One, Inc.	Sonic Sessions	2,648,224	41	Entertainment services, namely, live musical concerts by selected artists in a private concert offered to certain listeners of certain radio stations as a promotion for the radio stations	11/12/2002	USA
Radio One, Inc.	The Premiere Solutions Provider	2,354,678	35	Promotional services for others, namely, promoting the goods and services of others through targeted marketing by placing advertisements and/or promotional announcements on radio stations, by event marketing, by establishing in-store displays and through the distribution of printed material, product samples, discount coupons, and promotional contests	6/6/2000	USA
Radio One, Inc.	WTLC	2,393,498	38	Radio Broadcasting Services	10/10/2000	USA
Radio One, Inc.	The People's Station	57536	41	Radio station	6/23/1999	Massachusetts
Radio One, Inc.	Love Jones	2001-0026	41	Entertainment services in the nature of on-air broadcasts featuring listener dedications	1/9/2001	Indiana
Radio One, Inc.	Loverman	2001-0027	41	Entertainment services in the nature of on-air broadcasts featuring the latest R&B hits	1/9/2001	Indiana
Radio One, Inc.	Time Tunnel	57653	38	Radio Broadcasting Services	8/4/1997	Massachusetts
Radio One, Inc.	Five Most Wanted	2001-0025	41	Entertainment services in the nature of on-air broadcasts featuring a daily countdown of musical hits	1/9/2001	Indiana
Radio One, Inc.	The Soft Touch	2001-0038	41	Entertainment services in the nature of on-air broadcasts featuring contemporary R&B ballads	1/16/2001	Indiana
Radio One, Inc.	Today's R&B Hits	2001-0064	41	Entertainment in the nature of on-air radio broadcasts featuring musical selections	2/8/2001	Indiana
Radio One, Inc.	Say it Loud	57537	38	Daily talk show	6/23/1999	Massachusetts
Radio One, Inc.	92Q Jams 92.3 FM Q Card	2,338,598	35	Promoting the sale of goods and services of others by means of membership cards distributed to radio listeners which entitle cardholders to discounts, promotional giveaways, and participation in contests offering prized  Disclaims: 92.3FM and CARD.	4/4/2000	USA

Owner	Registered Trademark	Registration Number	Int'l Class Covered	Goods or Services Covered	Date Registered	Country/State of Registration
Radio One, Inc.	Marketing One	2,463,155	35	Promotional services for others, namely, promoting the goods and services of others through targeted marketing by placing advertisements and/or promotional announcements on radio stations, by event marketing, by establishing in-store displays and through distribution of printed material, product samples, discount coupons and promotional contests	6/26/2001	USA
Radio One, Inc.	Unity Through Music	2,668,830	38, 41	Class 38: Radio and television broadcasting Class 41: Entertainment services, namely production and distribution of radio programs, radio entertainment production and radio programming	12/31/2002	USA
Radio One, Inc.	WKYS	2,642,154	38	Radio broadcasting services	10/29/2002	USA
Radio One, Inc.	Radio One	2,876,047	35, 38, 41	Class 35: Promoting the services of radio stations and promoting the sale of the goods and services of others through advertisement broadcast via radio and television Class 38: Radio and television broadcasting Class 41: Entertainment services, namely production and distribution of radio programs, radio entertainment production and radio programming	8/24/2004	USA
Radio One, Inc.	Platinum Passport	2,841,068	35, 38, 41	Class 35: Promoting the concerts of others Class 38: Radio and television broadcasting Class 41: Entertainment services, namely production and distribution of radio programs; radio entertainment production; and radio programming	4/29/2002	USA
Radio One, Inc.	Million Penny March	19990127	38	Radio broadcast services	4/1/1999	Indiana
Radio One, Inc.	Million Penny March	19990126	36	Charitable fundraising serves	4/1/1999	Indiana
Radio One, Inc.	Blazin' 100% Hip Hop and R&B	1294755-2	38	Radio Broadcasting	3/25/2005	Minnesota
Radio One, Inc.	Blazin' 100% Hip Hop and R&B	1294755-4	25	T-Shirts	3/25/2005	Minnesota



### Applications

Owner	Trademark	Application Number	Int'l Class Covered	Goods or Services Covered	Date Filed	Country/State of Registration
Radio One, Inc.	Radio One	76/371,193	9	Pre-recorded compact discs featuring music and spoken work performances	2/14/2002	USA
Radio One, Inc.	Up Close and Personal	76/407,087	9, 35, 38, 41	Class 9: Pre-recorded compact discs featuring hip hop, rap, rhythm and blues, gospel and rock music Class 35: Promoting the concerts of others Class 38: Radio and television broadcasting services Class 41: Entertainment services, namely production and distribution of radio programs; radio entertainment production; and radio programming	5/10/2002	USA
Radio One, Inc.	The People's Expo	78/238,058	41	Educational and entertainment services, namely, organizing and conducting expositions and festivals promoting education, health, wellness and cultural diversity Disclaims: EXPO	4/15/2003	USA
Radio One, Inc.	IMC Indy's Music Channel & Design	78/378,557	38, 41	Class 38: Television broadcasting Class 41: Entertainment in the nature of on-going television programs in the field of music and news	3/4/2004	USA
Radio One, Inc.	The Box	78/406,138	38, 41	Class 38: Radio broadcasting services Class 41: Entertainment in the nature of radio programs	4/22/2004	USA
Radio One, Inc.	MYONE	78/460,624	35	Providing online shopping services in the fields of music, general entertainment, books, computers, software, consumer electronics, sporting equipment, gifts, travel items, apparel, home and garden-related items, and general retail merchandise; promoting the goods and services of others, namely, dissemination of advertising for others via an on-line electronic communications network; providing a global computer network directory that organizes and indexes web sites, news groups and other resources into easy-to find topic areas	8/2/2004	USA
Radio One, Inc.	MYONE	78/460,628	36	Online information services, namely, providing databases, general information, financial information, financial planning information, financial research information and website links to other content providers in the fields of personal finance, insurance consultation, consumer credit, credit card services, educations loan financing, banking, money management, and financing of home purchases all via global computer network	8/2/2004	USA

Owner	Trademark	Application Number	Int'l Class Covered	Goods or Services Covered	Date Filed	Country/State of Registration
Radio One, Inc.	MYONE	78/460,629	38	Online communications and information services; online web-casting and net-casting of audio and audio-visual programming and audio streaming transmission of music and voices via computer terminals; providing online chat rooms and electronic bulletin boards of messages among computer users concerning music, general entertainment, news, current events, sports, weather and health information all via global computer network	8/2/2004	USA
Radio One, Inc.	MYONE	78/460,631	41	Online entertainment service featuring news and articles of interest in the fields of music, general entertainment, sports, health, art, and literary works of fiction and non-fiction	8/2/2004	USA
Radio One, Inc.	MYONE	78/460,637	42	Providing a wide range of general interest information via computer networks; computer bulletin and message boards in the fields of general interest; computer services, namely, providing on-line facilities for real-time interaction with other computer users concerning topics of general interest; computer services, namely, providing a website and customized online web pages featuring a wide array of information and online web links in the fields of music, general entertainment, news, current events, sports, weather, and health information; providing temporary use of online non-downloadable software containing digital music	8/2/2004	USA
Radio One, Inc.	The People's Expo	78/238.058	41	Educational and entertainment services, namely organizing and conducting expositions and festivals promoting education, health, wellness and cultural diversity	4/15/2003	USA