08-11-2005 U.S. DEPARTMENT OF COMMERCE Form PTO-1594 (Rev. 06/04) United States Patent and Trademark Office OMB Collection 0651-0027 (exp. 6/30/2 To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies)/Execution Date(s): Yes Additional names, addresses, or citizenship attached? ✓ No Bank of America, N.A., as Administrative Agent Name: Emmis Operating Company Internal Association Individual(s) Address: Limited Partnership General Partnership Street Address: One Emmis Plaza Suite 700 Corporation-State City: Indianapolis Other_ State: IN Zip:_46204 Citizenship (see guidelines)_ Country: USA Execution Date(s) 1/14/2005 Association Citizenship _ General Partnership Citizenship Additional names of conveying parties attached? Limited Partnership Citizenship 3. Nature of conveyance: Corporation Citizenship Indiana Assignment Merger Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes N Security Agreement Change of Name Other Partial Termination and Release of Trademark (Designations must be a separate document from assignment) 4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) B. Trademark Registration No.(s) 1406152 Additional sheet(s) attached? Yes / No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): 5. Name & address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: Name: Julie Tamburo Internal Address: Bingham McCutchen LLP 7. Total fee (37 CFR 2.6(b)(6) & 3.41) ✓ Authorized to be charged by credit card Street Address: 150 Federal Street

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5985, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1460

Zip:_02110

Name of Person Signing

Signature

julic.tamburo@bingham.com

City:_Boston

State: MA

Email Address: 9. Signature:

Julie Tamburo

Phone Number: 617-951-8055 Fax Number: 617-951-8736

Ø

Authorized to be charged to deposit account

Last 4 Numbers

Expiration Date

March 16, 200

Total number of pages including cover

sheet, attachments, and document;

Enclosed

8. Payment Information:

b. Deposit Account Number_

Authorized User Name

a. Credit Card

EXHIBIT A

SUBJECT TRADEMARKS

Trademark or Service Mark Registrations-

United States Patent and Trademark Office Registration No. Registration Date

KTAR 620

1,406,152

8/19/1986

BUSDQCS/1394178.1

PARTIAL TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

PARTIAL TERMINATION AND RELEASE (the "Partial Termination and Release"), dated as of January 14, 2005 of Trademark Collateral Security and Pledge Agreement, (as amended and in effect from time to time, the "Trademark Agreement"), dated as of May 10, 2004 by and among Emmis Operating Company, an Indiana corporation (the "Company"), each of the subsidiaries of the Company party to the Trademark Agreement (collectively, the "Subsidiary Grantors", and each individually, a "Subsidiary Grantor", and the Company and the Subsidiary Grantors hereinafter collectively referred to as, the "Grantors", and each individually, a "Grantor"), and Bank of America, N.A., a national banking association with an office at 901 Main Street, 14th Floor, Dallas, Texas 75202-3714, as Administrative Agent (in such capacity, the "Administrative Agent") for itself and the other lending institutions (collectively, the "Lenders") which are or may become parties to that certain Revolving Credit and Term Loan Agreement, dated as of May 10, 2004 (as amended, supplemented, and restated or otherwise modified and in effect from time to time, the ("Credit Agreement"), by and among the Company, Emmis Communications Corporation, an Indiana corporation (the "Parent"), the Lenders, the Administrative Agent, Goldman Sachs Credit Partners L.P., as syndication agent, and Wachovia Bank N.A., Deutsche Bank Securities Inc. and Credit Suisse First Boston, acting through its Cayman Island Branch, as co-documentation agents.

WHEREAS, the Grantors and the Administrative Agent entered into that certain Trademark Agreement, which Trademark Agreement was recorded with the United States Patent and Trademark Office on May 20, 2004 at Reel 2857, Frame 0600 for the purpose of securing payment and performance of the Grantors obligations under the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Security Agreement (as defined in the Credit Agreement) and the Trademark Agreement, the Grantors granted to the Administrative Agent a continuing security interest in and first priority lien on all of the Pledged Trademarks (as defined in the Trademark Agreement and collectively known hereinafter as the "Trademarks"), and pledged, mortgaged, and hypothecated (but did not transfer title to) the Trademarks to the Administrative Agent; and

WHEREAS, the Grantors, in connection with the swap of certain assets, wish to transfer all of their right, title and interest in and to certain of the Trademarks which are identified on Exhibit A attached hereto (the "Subject Trademarks") to Bonneville International Corporation and Bonneville Holding Company (the "Transferees") pursuant to a certain Asset Exchange Agreement (the "Asset Exchange Agreement"), dated as of January 14, 2005, between certain of the Subsidiary Grantors and the Transferees; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest and its right, title and interest in the Subject Trademarks identified on Exhibit A attached hereto as herein provided;

BUSDOCS/1394178.1

NOW, THEREFORE, for valuable consideration, and subject to the last sentence hereof:

The Administrative Agent hereby terminates and releases its security interest in and first priority lien on the Subject Trademarks identified on Exhibit A attached hereto, and the Administrative Agent hereby assigns and transfers to the Grantors, without recourse, all of the Administrative Agent's right, title and interest in and to the Subject Trademarks identified on Exhibit A attached hereto, effective as of the date set forth above.

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, the party below has executed this Partial Termination and Release as of the 14th day of January, 2005

BANK OF AMERICA, N.A., as Administrative Agent

Name: Soott Conner Title: Vice President

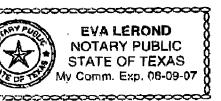
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CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF 1813)
COUNTY OF Dallas) ss.)
On this 8th day of March	2005 before me, the undersigned notary
public, personally appeared	, proved to me through satisfactory
evidence of identification, which were	, to be the person
whose name is signed on the preceding or attached	document, and acknowledged to me that
(he)(she) signed it voluntarily for its stated purpose (s	as for a

(official signature and seal of notary)

My commission expires:



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RECORDED: 03/16/2005