

08-11-2005



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Bank of America, N.A., as Administrative Agent

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) 1/14/2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Partial Termination and Release of Trademark
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Emmis Operating Company

Internal

Address:

Street Address: One Emmis Plaza Suite 700

City: Indianapolis

State: IN

Country: USA Zip: 46204

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Indiana
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(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 concerning document should be mailed:

Name: Julie Tamburo

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8055

Fax Number: 617-951-8736

Email Address: julie.tamburo@bingham.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 8906
Expiration Date 10/2007

b. Deposit Account Number
Authorized User Name *Fee*

9. Signature:

Julie Tamburo
Signature

March 16, 2005

Date

Julie Tamburo

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A

SUBJECT TRADEMARKS

<u>Trademark or Service Mark</u>	Registrations— United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
KTAR 620	1,406,152	8/19/1986

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;

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]

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

By: Scott Conner
Name: Scott Conner
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Texas)
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 (as _____ for _____ a _____).

Eva Lerond
(official signature and seal of notary)

My commission expires:

