

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maverick Media of Rockford LLC		07/01/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2325 Lakeview Parkway, Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1705450	THE X	
Registration Number:	1716540	WXRX 104.9 FM	
CORRESPONDENCE DATA			
Fax Number:	(404)602-9050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4000		
Email:	lvirts@hunton.com		
Correspondent Name:	Greta T. Griffith, Esq.		
Address Line 1:	Hunton & Williams LLP		
Address Line 2:	Suite 4100, 600 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Greta T. Griffith		
Signature:	/s/Greta T. Griffith		
Date:	09/20/2005		

CH \$65.00 1705450

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2005, by MAVERICK MEDIA OF ROCKFORD LLC, a Delaware limited liability company (“Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders (“Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 8, 2005, by and among Grantor, the other Persons signatory thereto as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, the Borrowers;

WHEREAS, Agent and Lenders are willing to make the Term Loan on the date hereof as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Borrower Security Agreement, dated April 11, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, and grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement and the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MAVERICK MEDIA OF ROCKFORD
LLC

By: *Jay S. Royce*
Name: JAY S. ROYCE
Its: PRESIDENT & CEO

Address:
136 Main Street, Suite 202
Westport, CT 06880

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: Jonathan Balch
Its: Duly Authorized Signatory

2325 Lakeview Parkway, Suite 700
Alpharetta, GA 30004

ACKNOWLEDGMENT OF GRANTOR

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this 28th day of JUNE, 2005, before me personally appeared JAY S. ROYCE proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MAVERICK MEDIA OF ROCKFORD LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Lenore Hermann
Notary Public

[Notary Seal]

LENORE HERMANN
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2006

Trademark Security Agreement (U.S.)

TRADEMARK
REEL: 003162 FRAME: 0293

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MAVERICK MEDIA OF ROCKFORD
LLC

By: _____
Name: _____
Its: _____

Address:
136 Main Street, Suite 202
Westport, CT 06880

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: *[Signature]*
Name: Jonathan Balch
Its: Duly Authorized Signatory

2325 Lakeview Parkway, Suite 700
Alpharetta, GA 30004

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2005, before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MAVERICK MEDIA OF ROCKFORD LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

[Notary Seal]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND LICENSES

Mark	Application/Serial No.	Registration No.
The X	74194219	1705450
WXRX 104.9 FM	74194254	1716540