

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
Waitt Radio Networks, L.L.C.		10/31/2005	LIMITED LIABILITY COMPANY: SOUTH DAKOTA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2822873	STORQ DELIVERY	
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		
Address Line 1:	600 Peachtree Street, N.E., Suite 4100		
Address Line 2:	Hunton & Williams LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	64504.43		
NAME OF SUBMITTER:	Greta T. Griffith		
Signature:	/s/Greta T. Griffith		

CH 2822873 \$40.00

Date:

11/01/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2005, is made by WAITT RADIO NETWORKS, L.L.C., a South Dakota limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

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

WHEREAS, Agent and Lenders are willing to make Loans and to incur Letter of Credit Obligations 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 Security Agreement, dated as of the date hereof (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 and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and for the ratable benefit of the 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, on behalf of itself and Lenders, pursuant to 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 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.

WAITT RADIO NETWORKS, L.L.C.
By: Quass Communications, L.L.C.

By: Mary Quass
Name: Mary Quass
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

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

ACKNOWLEDGMENT OF GRANTOR

STATE OF Iowa)
) ss.
COUNTY OF Linn)

On this 24 day of October, 2005 before me personally appeared Mary Quass, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Quass Communications, L.L.C., member of Grantor, who being by me duly sworn did depose and say that she is an authorized member of said company, that the said instrument was authorized by and signed on behalf of said company and that she acknowledged said instrument to be the free act and deed of said company.

Amber D. Scofield
Notary Public

AMBER D. SCOFIELD
Iowa Notarial Seal
Commission Number 721813
My Commission Expires April 9, 2006

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.

WAITT RADIO NETWORKS, L.L.C.
By: Quass Communications, L.L.C.

By: _____
Name: Mary Quass
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

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

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2005 before me personally appeared Mary Quass, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Quass Communications, L.L.C., member of Grantor, who being by me duly sworn did depose and say that she is an authorized member of said company, that the said instrument was authorized by and signed on behalf of said company and that she acknowledged said instrument to be the free act and deed of said company.

Notary Public

{seal}

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS:

STORQ DeliverySM
Registered March 16, 2004, Registration Number 2,822,873