

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bonneville International Corporation		07/11/2006	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Riviera Broadcast Group, LLC		
Street Address:	3333 Sierra Oaks Drive		
City:	Sacramento		
State/Country:	CALIFORNIA		
Postal Code:	95864		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3076485	3:30 DIRTY DIRTY	
CORRESPONDENCE DATA			
Fax Number:	(801)451-6969		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-451-0606		
Email:	boydhawkins@qwest.net		
Correspondent Name:	Boyd J. Hawkins		
Address Line 1:	1361 North Highway 89, Suite 9		
Address Line 4:	Farmington, UTAH 84025		
NAME OF SUBMITTER:	Boyd J. Hawkins		
Signature:	/Boyd J. Hawkins/		
Date:	07/26/2006		

OP \$40.00 3076485

Total Attachments: 4

900054101

**TRADEMARK
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is effective as of July 11, 2006, between Bonneville International Corporation, a Utah corporation ("Assignor"), and Riviera Broadcast Group, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated July 10, 2006 (the "Asset Purchase Agreement") (Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.);

WHEREAS, Assignor entered into that certain Asset Purchase Agreement, dated June 6, 2006, among Assignor, Bonneville Holding Company, Emmis Radio, LLC ("Emmis Radio"), and Emmis Radio License, LLC ("Emmis Radio License," and together with Emmis Radio, "Emmis"), pursuant to which Assignor will acquire the operating asset of radio station KKFR(FM), currently licensed to Glendale, Arizona (the "Emmis Purchase Agreement");

WHEREAS, upon closing of the Emmis Purchase Agreement, Assignor will have the right and authority to use the marks and logos set forth on the attached Schedule A incorporated herein by reference (the "Trademarks") and, with respect to the registered Trademarks, the federal and state registrations therefor; and

WHEREAS, Assignee is acquiring all of Assignor's right, title and interest in and to the Trademarks pursuant to and in accordance with the terms of the Asset Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor does hereby sell, grant, convey, assign, transfer, and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks and all goodwill associated therewith.

2. Transfer Procedure. Assignor covenants and agrees that it shall carry out jointly with Assignee the formal transfer of the Trademarks from Assignor or Emmis to Assignee in accordance with the applicable federal and state transfer procedures (the "Transfer Procedure"). Assignor hereby agrees that it shall take such further actions and execute such other instruments as Assignee may reasonably request to give effect to the foregoing assignment of the Trademarks, including, but not limited to, such documents as are necessary to effect the formal transfer of the Trademarks to Assignee in accordance with the Transfer Procedure.

3. Entire Agreement. Notwithstanding any other provision of this Agreement to the contrary, nothing contained in this Agreement shall in anyway supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies of any of the obligations and indemnifications of Assignor or Assignee set forth in the Asset Purchase Agreement. This Agreement is intended only to effect the transfer of certain property transferred pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

5. Counterparts. This Agreement may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimiles shall together constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

Bonneville International Corporation,
a Utah corporation

By: [Signature]
Its: _____
Print Name: _____

Riviera Broadcast Group, LLC
a Delaware limited liability company

By: [Signature]
Its: CHIEF FINANCIAL OFFICER
Print Name: WILLIAM C. MAGUIRE

Schedule A

Federal and State Registered Marks:

Mark	Type of Registration	Date Registered	Register No.
1. 3:30 Dirty Dirty	Federal	4/4/06	3,076,485
2. Power 92.3 Radio	Arizona	3/31/05	348110

Unregistered marks:

1. Power 92.3
2. Logo:



3. DIRTY'S ON THE :30'S
4. HIGH SCHOOL MIX TOUR
5. DRUNK PHONE
6. SUNDAY NIGHT OLD SKOOL SHOW
7. REGGAETON RADIO
8. FRIDAY NIGHT FLAVAS
9. THE ONLY STATION THAT'S BRINGING REAL HIP HOP TO ARIZONA
10. MERRY CRUNK-MAS CONCERT
11. DIRTY BALL
12. THE NUTZ
13. THE ONLY STATION BRINGING THE TRUE HIP HOP ARTISTS TO ARIZONA
14. BOO BOMB