

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radio San Francisco, Inc.		07/26/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2183397	KFOG	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8923		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart c/o White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1104031-0408		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		
Date:	08/09/2006		

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Total Attachments: 7

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARK RIGHTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Radio San Francisco, Inc., a California corporation (the "Grantor") with principal offices at 14 Piedmont Center, 3535 Piedmont Road, Suite 1400, Atlanta, Georgia 30305 hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York, 10005, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Intellectual Property Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of May 5, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly exercised and delivered by their respective officers thereunto duly authorized as of the date and year first above written.

RADIO SAN FRANCISCO, INC.

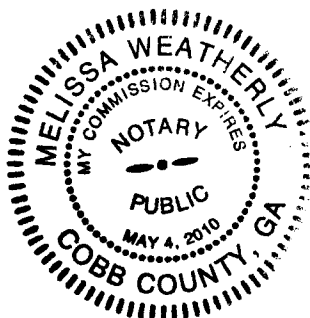
By: Richard S. Denning
Name: Richard S. Denning
Title: VP
Date: 7/24/06

DEUTSCHE BANK TRUST
COMPANY AMERICAS, as Collateral Agent

By: _____
Name:
Title:
Date:

STATE OF Georgia)
) ss
COUNTY OF Fulton)

On the 26 day of July, 2006, before me personally came Richard Denning, who is personally known to me to be the VP/gen Counsel of Radio San Francisco, Inc., a California corporation; who, being duly sworn, did depose and say that she/he is the VP/gen Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Melissa Weatherly
Notary Public

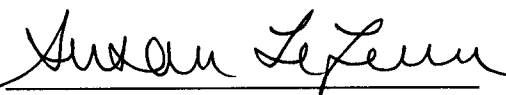
(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly exercised and delivered by their respective officers thereunto duly authorized as of the date and year first above written.

RADIO SAN FRANCISCO, INC.

By: _____
Name:
Title:
Date:

DEUTSCHE BANK TRUST
COMPANY AMERICAS, as Collateral Agent

By: 
Name:
Title: **Susan LeFevre**
Date: **Director**


Omayra Laucella
Vice President

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS

Registration Number	Trademark
Reg. No. 2,183,397	KFOG