

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
Riviera Broadcast Group, LLC		08/31/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation, as Agent		
Street Address:	44 Whippany Road		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3076485	3:30 DIRTY DIRTY	
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:	Elizabeth A. Mullican, Esq.		
Address Line 1:	Hunton & Williams LLP		
Address Line 2:	Suite 4100, 600 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	64526.21		
NAME OF SUBMITTER:	Elizabeth A. Mullican, Esq.		
Signature:	/s/Elizabeth A. Mullican		

CH 3076485 \$40.00

Date:

08/31/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2006, by RIVIERA BROADCAST GROUP, LLC, a Delaware limited liability company (“Grantor”), in favor of CIT LENDING SERVICES CORPORATION, as Agent (in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of November 18, 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 made the Loans to Borrower; and

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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby 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 registered Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto, and all unregistered Trademarks;

(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.

RIVIERA BROADCAST GROUP, LLC

By: _____
Name: William C. Maguire
Its: Chief Financial Officer

Address:
3333 Sierra Oaks Drive
Sacramento, CA 95864

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2006, before me personally appeared William C. Maguire, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Riviera Broadcast Group, 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 members and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

[Notary Seal]

ACCEPTED AND ACKNOWLEDGED BY:

CIT LENDING SERVICES CORPORATION,
as Agent

By: Anthony Holland
Name: Anthony Holland
Title: Vice President

44 Whippany Road
Morristown, NJ 07960

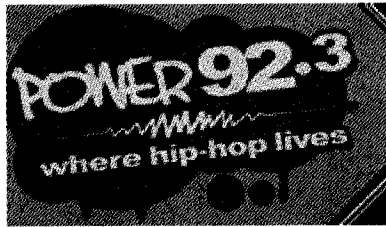
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND LICENSES

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

B. Unregistered marks:

1. Power 92.3
2. Logo:



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

11. THE ONLY STATION BRINGING THE TRUE HIP HOP ARTISTS TO
ARIZONA

12. BOO BOMB

C. Licenses:

That certain License Agreement, by and among Grantor, as Licensee, and Emmis Radio, LLC, an Indiana limited liability company, as Licensor, granting Grantor a royalty-free license to use the following trademarks:

1. Power of Hip Hop – U.S. Registration No. 2,691,140 (Serial No. 78/131,173); and
2. Where Hip Hop Lives – U.S. Registration No. 3,123, 677 (Serial No. 78/699,064)