

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Omnibus Amendment and Reaffirmation Agreement (Security Agreement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Emmis Radio, LLC		11/02/2006	LIMITED LIABILITY COMPANY: INDIANA
Emmis Indiana Broadcasting, L.P.		11/02/2006	LIMITED PARTNERSHIP: INDIANA
Emmis Publishing, L.P.		11/02/2006	LIMITED PARTNERSHIP: INDIANA
Emmis Television Broadcasting, L.P.		11/02/2006	LIMITED PARTNERSHIP: INDIANA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	National Association:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3035754	MUSIC WITH CLASS
Registration Number:	3102468	TILDEN'S CHILDREN
Registration Number:	3145095	LOOP ROCK GIRL
Registration Number:	3123677	WHERE HIP HOP LIVES
Registration Number:	3056963	
Serial Number:	78796289	CD101.9 SMOOTH JAZZ
Serial Number:	78584866	WHO'S NEXT LIVE
Serial Number:	78596550	WHO'S NEXT
Serial Number:	77004400	BIG HIT MARKETING

OP \$690.00 3035754

Serial Number:	77004385	BIG HIT INTERACTIVE
Serial Number:	77004365	MY RED LOUNGE
Serial Number:	78698132	HOT
Registration Number:	3111756	THE NEW THE KNOWN THE LEGENDS
Registration Number:	3027838	TWOSTEP
Registration Number:	3013339	TWOSTEP
Registration Number:	2967207	CINCINNATI WEDDING
Registration Number:	3099113	LOS ANGELES WEDDINGS
Registration Number:	3130971	ATLANTA 101
Registration Number:	3115534	TEXAS WOMEN'S GOLF & LEISURE
Registration Number:	3115536	TEXAS WOMEN'S GOLF & LEISURE
Registration Number:	3134544	LOS ANGELES PREMIER PUBLICATIONS
Serial Number:	78768717	LONE STARS SHINING, THE 50 BEST COMPANIES TO WORK FOR IN TEXAS
Serial Number:	78719099	SHOP LOS ANGELES WEDDINGS
Serial Number:	78850790	TEXAS MONTHLY PRESS
Serial Number:	78721557	TEXAS BRIDE
Registration Number:	2998046	HAWAIIAN MOVING COMPANY
Registration Number:	1520209	MIRA

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6179518084
Email: ashley.scibelli@gmail.com
Correspondent Name: Ashley B. Scibelli
Address Line 1: 150 Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Ashley B. Scibelli
Signature:	/ Ashley B. Scibelli /
Date:	11/10/2006

Total Attachments: 20

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TRADEMARK

REEL: 003426 FRAME: 0139

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OMNIBUS AMENDMENT AND REAFFIRMATION AGREEMENT

This **OMNIBUS AMENDMENT AND REAFFIRMATION AGREEMENT** dated as of November 2, 2006 (this "Amendment"), is by and among **EMMIS OPERATING COMPANY**, an Indiana corporation (the "Borrower"), **EMMIS COMMUNICATIONS CORPORATION**, an Indiana corporation (the "Parent"), each of the subsidiaries of the Borrower identified on the signature pages hereto (collectively, the "Subsidiary Guarantors"; the Parent and the Subsidiary Guarantors hereinafter are collectively referred to as the "Guarantors" and, the Guarantors and the Borrower hereinafter are collectively referred to as the "Obligors") and **BANK OF AMERICA, N.A.**, as administrative agent (in such capacity, the "Administrative Agent") for itself and the other lending institutions (collectively, the "Lenders") which are or may become parties to that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, supplemented, and restated or otherwise modified and in effect from time to time, the "Credit Agreement"), by and among the Borrower, the Parent, the Lenders, the Administrative Agent, Deutsche Bank Trust Company Americas, as syndication agent (the "Syndication Agent"), and General Electric Capital Corporation, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch and SunTrust Bank, as co-documentation agents (collectively, the "Co-Documentation Agents" and, together with the Administrative Agent and the Syndication Agent, the "Agents"). Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, the Borrower and the Parent entered into a Revolving Credit and Term Loan Agreement dated as of May 10, 2004 (as heretofore amended, the "Existing Credit Agreement") with Bank of America, N.A. as administrative agent and the financial institutions party thereto, pursuant to which such financial institutions have made loans and otherwise extended credit to the Borrower on the terms and subject to the conditions set forth therein;

WHEREAS, the Existing Credit Agreement has been amended and restated in its entirety by the Credit Agreement, as set forth therein, and shall remain in full force and effect only as set forth therein;

WHEREAS, each of the Guarantors has guaranteed the Borrower's payments and performance of the Obligations as more fully described in the Guaranty dated as of May 10, 2004 by and among the Guarantors (as amended, restated, supplemented or modified and in effect from time to time, the "Guaranty") in favor of the Administrative Agent, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Borrower, certain of the Guarantors and the Administrative Agent are parties to (a) the Security Agreement dated as of May 10, 2004 (as amended, restated, supplemented or modified and in effect from time to time, the "Security Agreement"), a copy of which is attached hereto as Exhibit B, (b) the Pledge Agreement dated as of May 10, 2004 (as amended, restated, supplemented or modified and in effect from time to time, the "Pledge Agreement"), a copy of which is attached hereto as Exhibit C, (c) the Trademark Collateral Security and Pledge Agreement dated as of May 10, 2004 (as amended, restated, supplemented or modified and in effect from time to time, the "Trademark Agreement"), a copy of which is

attached hereto as Exhibit D and (d) the Memorandum of Grant of Security Interest in Copyrights dated as of May 10, 2004 (as amended, restated, supplemented or modified and in effect from time to time, the "Copyright Mortgage"), a copy of which is attached hereto as Exhibit E. The Guaranty, Security Agreement, Pledge Agreement, Trademark Agreement and Copyright Mortgage, as each such document is in effect prior to the effectiveness hereof, are hereinafter collectively referred to as the "Existing Collateral Documents";

WHEREAS, pursuant to that certain Agreement and Plan of Merger dated as of August 31, 2004, by and among Emmis Radio License Corporation, Emmis Television License Corporation and Emmis License Corporation, Emmis Radio License Corporation and Emmis Television License Corporation merged with and into Emmis License Corporation, and as a result, Emmis Radio License Corporation and Emmis Television License Corporation ceased to exist;

WHEREAS, pursuant to that certain Agreement and Plan of Merger dated as of August 31, 2004, by and among Emmis South America Broadcasting Corporation ("Emmis South America"), Emmis Latin America Broadcasting Corporation ("Emmis Latin America") and Emmis Dutch Broadcasting Corporation ("Emmis Dutch") merged with and into Emmis International Broadcasting Corporation, and as a result, Emmis South America, Emmis Latin America and Emmis Dutch ceased to exist;

WHEREAS, pursuant to that certain Agreement and Plan of Merger dated as of August 31, 2004, by and between Emmis License Corporation and Emmis Operating Company, Emmis License Corporation merged with and into Emmis Operating Company, and as a result, Emmis License Corporation ceased to exist;

WHEREAS, pursuant to those certain Articles of Conversion of Emmis Radio Corporation dated as of August 31, 2004, Emmis Radio Corporation converted to a limited liability company named Emmis Radio, LLC ("Emmis Radio");

WHEREAS, pursuant to that certain Joinder and Accession Agreement dated as of August 31, 2004, by Emmis Radio, Emmis Radio License, LLC ("Emmis Radio License"), Emmis Television License, LLC ("Emmis Television License"), the Parent, the Borrower and the Subsidiaries party thereto in favor of the Administrative Agent, Emmis Radio, Emmis Radio License and Emmis Television License agreed to become parties to the Security Documents, and as a result, Emmis Radio, Emmis Radio License and Emmis Television License are parties to the Security Documents;

WHEREAS, pursuant to that certain Joinder and Accession Agreement dated as of November 30, 2005, by Emmis Enterprises, Inc., the Parent, the Borrower and the Subsidiaries party thereto in favor of the Administrative Agent, Emmis Enterprises, Inc. agreed to become a party to the Security Documents, and as a result, Emmis Enterprises, Inc. is a party to the Security Documents;

WHEREAS, pursuant to that certain Consent and Release of Certain Security Interests dated as of January 27, 2006, the Administrative Agent (a) released and discharged SJL of Kansas Corp. ("SJL of Kansas"), Emmis Television License Corporation of Wichita ("Emmis

Television of Wichita"), Topeka Television Corporation ("Topeka Television"), and Emmis Television License Corporation of Topeka ("Emmis Television of Topeka") from any and all obligations under the Credit Agreement, the Security Documents and any other Loan Document, (b) released and terminated the security interests granted by the Borrower pursuant to the Security Documents or any other Loan Document in the Stock (as defined in that certain Stock Purchase Agreement dated as of September 28, 2005, by and between the Borrower and Montecito Broadcast Group, LLC (formerly known as SJL Acquisition, LLC, and referred to herein as, "Montecito")), to the extent such security interests encumbered the Stock and (c) released and terminated the security interests granted by SJL of Kansas, Emmis Television of Wichita, Topeka Television and Emmis Television of Topeka pursuant to the Security Documents or any other Loan Document, and as a result, SJL of Kansas, Emmis Television of Wichita, Topeka Television and Emmis Television of Topeka are no longer parties to any Security Documents; and

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that the Obligors enter into this Amendment amending and reaffirming the terms of the Existing Collateral Documents;

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

§1. Credit Agreement References. The parties hereto acknowledge and agree that each reference to the Existing Credit Agreement, however so defined, in the Existing Collateral Documents includes the Existing Credit Agreement as amended and restated pursuant to the Credit Agreement and agree that the Existing Collateral Documents shall be amended by (a) substituting a reference to the Credit Agreement as herein defined in place of each reference to the Existing Credit Agreement (whether referred to by the full name of the Existing Credit Agreement or by any other name which refers thereto by definition); (b) substituting for all references to specific sections of the Existing Credit Agreement references to the sections of the Credit Agreement which contain the condition precedent, covenant, notice, default or event of default, as amended, as applicable, included in such section of the Existing Credit Agreement; and (c) substituting for the definition of each capitalized term defined by reference to the Existing Credit Agreement the definition of such capitalized term set forth in the Credit Agreement, including without limitation the definition of the term "Obligations."

§2. Amendment to the Security Agreement. The Security Agreement is hereby amended by (i) adding the phrase "and all general liability and other liability policies shall name the Administrative Agent, on behalf of itself and the Lenders, as additional insured" immediately at the end of Section 8.1(a) therein, (ii) deleting the word "and" at the end of Section 8.1(c) therein and (iii) deleting Section 8.1(d) therein in its entirety.

§3. Amendment to the Pledge Agreement. The Pledge Agreement is hereby amended by (i) renumbering the second Section 19 therein as Section 21 and renumbering each of the subsequent sections so as to maintain the correct numerical order; (ii) amending and restating the definition of "Stock" in its entirety to read as follows:

Stock. Means the shares of stock described in Annex A hereto in the corporations listed in Annex A hereto and any additional shares of stock in corporations (whether or not described in Annex A hereto) at the time required to be pledged to the Administrative Agent hereunder, provided, that in respect of each foreign subsidiary whose stock is now or hereafter pledged hereunder by any Pledgor hereunder such pledge shall be limited to 66 2/3% of the stock of such foreign subsidiary.

and (iii) amending and restating the last sentence of Section 2.1 in its entirety to read as follows:

Notwithstanding the foregoing or anything to the contrary contained in this Agreement, the security interest granted pursuant to this §2.1 shall not extend to Excluded Assets and the Capital Stock of any Excluded Subsidiary other than RAM and the Austin Partnership.

§4. Amendment to the Trademark Agreement. The Trademark Agreement is hereby amended by deleting Schedule A attached thereto in its entirety and substituting therefor Exhibit F attached hereto as Schedule A thereto. Part A-1 of such Schedule A is a true and complete list of all Trademark Registrations (as defined in the Trademark Agreement) filed with the United States Patent and Trademark Office (“PTO”) owned by the Obligors and all material franchising and licensing agreements in respect of Trademark License Rights (as defined in the Trademark Agreement) of the Obligors; and Part A-2 of such Schedule A lists all such Trademark Registrations against which the security interest in and Lien of the Administrative Agent have not been recorded with the PTO and are to be recorded with the PTO hereunder.

§5. Amendment to the Copyright Mortgage. The Copyright Mortgage is hereby amended by deleting Exhibit A attached thereto in its entirety and substituting therefor Exhibit G attached hereto as Exhibit A thereto. Part A-1 of such Exhibit A identifies all now existing material copyrights of the Obligors which are registered with the United States Copyright Office (“Copyright Office”) and, where applicable, by title, author and/or Copyright Office registration number and date; and Part A-2 identifies all material copyrights of the Obligors registered with the Copyright Office (where applicable, by title, author and/or Copyright Office registration number and date) against which the security interest in and Lien of the Administrative Agent have not been recorded with the Copyright Office and are to be so recorded with the Copyright Office hereunder.

§6. Continued Validity of Collateral Documents. Except as specifically amended by this Amendment, the Existing Collateral Documents shall remain in full force and effect. Each of the Obligors hereby acknowledges the provisions of this Amendment and hereby confirms that the Obligations are and remain secured pursuant to the Security Documents (as amended hereby) and pursuant to all other instruments and documents executed and delivered by the Obligors as security for the Obligations. Each of the Guarantors hereby acknowledges the provisions of this Amendment and hereby reaffirms its absolute and unconditional guaranty of the Borrower’s payment and performance of the Obligations as more fully described in the Guaranty. Each of the Existing Collateral Documents and this Amendment shall be read and construed as a single agreement and each Obligor hereby agrees to be bound by the terms and conditions of the Existing Collateral Documents, as modified by this Amendment. All

references in each of the Existing Collateral Documents or any related agreement or instrument to the Existing Collateral Documents shall hereafter refer to each of the Existing Collateral Documents as amended hereby.

§7. Conditions to Effectiveness. This Amendment shall become effective upon (a) the Administrative Agent's receipt of a counterpart signature page to this Amendment duly executed and delivered by each Obligor and (b) the satisfaction of the conditions precedent set forth in §12 of the Credit Agreement.

§8. Representations and Warranties. Each of the Borrower and the Guarantors represents and warrants that all the representations and warranties as set forth in each of the Existing Collateral Documents, as amended hereby, are true and correct in all material respects on and as of the date hereof. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, with the same force and effect as though set forth herein in their entirety.

§9. Acknowledgment of Prior Releases. Each of the parties hereto hereby acknowledges that:

(a) pursuant to that certain Partial Release of Security Interests dated as of January 14, 2005, the Administrative Agent released and terminated the security interests granted pursuant to the Security Documents to the extent such security interests encumbered the Emmis Assets (as defined in that certain Asset Exchange Agreement dated as of January 14, 2005 (the "Exchange Agreement"), by and among Bonneville Holding Company, Bonneville International Corporation, Emmis Radio and Emmis Radio License, relating to KKLT(FM), KTAR(AM) and KMVP(AMP));

(b) pursuant to that certain Partial Termination and Release of Trademark Collateral Security and Pledge Agreement dated as of January 14, 2005, executed in connection with the Exchange Agreement, the Administrative Agent released and terminated its security interests and its right, title and interest in the Subject Trademarks (as defined therein) identified on Exhibit A attached thereto;

(c) pursuant to that certain Partial Release of Security Interests dated as of November 30, 2005, the Administrative Agent released and terminated the security interests granted pursuant to the Security Documents to the extent such security interests encumbered the Station Assets (as defined in that certain Asset Purchase Agreement dated as of August 19, 2005, by and among Emmis Television Broadcasting, L.P. ("Emmis Television LP"), Emmis Television License, Emmis Indiana Broadcasting, L.P. and LIN Television Corporation (the "LIN Asset Purchase Agreement"), relating to WBPG(TV), WTHI(TV), WLUK(TV), WALA(TV), and KRQE(TV));

(d) pursuant to that certain Partial Termination and Release of Trademark Collateral Security and Pledge Agreement dated as of November 30, 2005 executed in connection with the LIN Asset Purchase Agreement, the Administrative Agent released and terminated its security interests and its right, title and interest in the Subject Trademarks (as defined therein) identified on Exhibit A attached thereto;

(e) pursuant to that certain Partial Release of Security Interests dated as of November 30, 2005, the Administrative Agent released and terminated the security interests granted pursuant to the Security Documents to the extent such security interests encumbered the Station Assets (as defined in that certain Asset Purchase Agreement dated as of August 19, 2005, by and among Emmis Television LP, Emmis Television LLC and Gray Television Group, Inc., relating to WSAZ-TV);

(f) pursuant to that certain Partial Release of Security Interests dated as of November 30, 2005, the Administrative Agent released and terminated the security interests granted pursuant to the Security Documents to the extent such security interests encumbered the Station Assets (as defined in that certain Asset Purchase Agreement dated as of August 19, 2005, by and among Emmis Television LP, Emmis Television LLC and Journal Broadcast Group, Inc. (the "Journal Asset Purchase Agreement"), relating to WFTX(TV), KMTV(TV) and KGUN(TV));

(g) pursuant to that certain Partial Termination and Release of Trademark Collateral Security and Pledge Agreement dated as of November 30, 2005 executed in connection with the Journal Asset Purchase Agreement, the Administrative Agent released and terminated its security interests and its right, title and interest in the Subject Trademarks (as defined therein) identified on Exhibit A attached thereto;

(h) pursuant to that certain Partial Release of Security Interests dated as of January 27, 2006, the Administrative Agent released and terminated the security interests granted pursuant to the Security Documents or any other Loan Document to the extent such security interests encumbered the Station Assets (as defined in that certain Asset Purchase Agreement dated as of September 28, 2005, by and among Emmis Television LP, Emmis Television LLC and Montecito (the "Montecito Asset Purchase Agreement"), relating to KOIN(TV), KHON-TV, KHAW-TV and KAH-TV);

(i) pursuant to that certain Partial Termination and Release of Trademark Collateral Security and Pledge Agreement dated as of January 27, 2006 executed in connection with the Montecito Asset Purchase Agreement, the Administrative Agent released and terminated its security interests and its right, title and interest in the Subject Trademarks (as defined therein) identified on Exhibit A attached thereto;

(j) pursuant to that certain Partial Release of Security Interests dated as of May 5, 2006, the Administrative Agent released and terminated the security interests granted pursuant to the Security Documents to the extent such security interests encumbered the Sale Assets (as defined in that certain Asset Purchase Agreement dated September 23, 2005 by and among Emmis Radio, Emmis Radio License and Radio One, Inc., relating to WRDA(FM));

(k) pursuant to that certain Partial Release of Security Interests dated as of July 7, 2006, the Administrative Agent released and terminated the security interests granted pursuant to the Security Documents to the extent such security interests encumbered the FCC Licenses for WBPG(TV) set forth on Schedule L.1(a) of the L.1N Asset Purchase Agreement;

(l) pursuant to that certain Partial Release of Security Interests dated as of July 11, 2006, the Administrative Agent released and terminated the security interests granted pursuant to

the Security Documents to the extent such security interests encumbered (a) the Acquired Assets (as defined in that certain Asset Purchase Agreement dated as of June 6, 2006, by and among Bonneville Holding Company, Bonneville International Corporation, Emmis Radio and Emmis Radio License (the "Bonneville Asset Purchase Agreement"), relating to KKFR(FM)) and (b) the Sale Assets (as defined in that certain Asset Purchase Agreement dated as of July 11, 2006, by and between Riviera Broadcast Group, LLC and Emmis Radio, relating to KKFR(FM));

(m) pursuant to that certain Partial Termination and Release of Trademark Collateral Security and Pledge Agreement dated as of July 11, 2006 executed in connection with the Bonneville Asset Purchase Agreement, the Administrative Agent released and terminated its security interests and its right, title and interest in the Subject Trademarks (as defined therein) identified on Exhibit A attached thereto; and

(n) pursuant to that certain Partial Release of Security Interests dated as of August 31, 2006, the Administrative Agent released and terminated the security interests granted pursuant to the Security Documents to the extent such security interests encumbered the Station Assets (as defined in that certain Asset Purchase Agreement dated as of May 5, 2006, by and among Emmis Television LP, Emmis Television LLC, the Borrower and Hearst-Argyle Television, Inc., as supplemented by that certain Assignment and Assumption Agreement dated as of May 11, 2006, between Hearst-Argyle Television, Inc. and Orlando Hearst-Argyle Television, Inc., relating to WKCF(TV)).

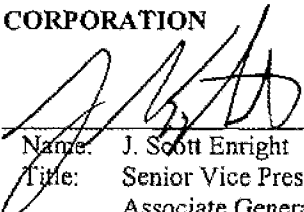
§10. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Delivery by facsimile or other electronic transmission by any of the parties hereto of an executed counterpart hereof shall be as effective as an original executed counterpart hereof and shall be considered a representation that an original executed counterpart hereof will be delivered.

§11. Miscellaneous. This Amendment shall for all purposes be construed in accordance with and governed by the laws of the State of New York. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof. This Amendment shall be binding upon the Obligors and each of their respective successors and assigns. The Borrower agrees to pay to the Administrative Agent, on demand by the Administrative Agent, all reasonable out-of-pocket costs and expenses incurred or sustained by the Administrative Agent in connection with the preparation of this Amendment, including reasonable legal fees.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed as of the date first written above.

EMMIS OPERATING COMPANY
EMMIS COMMUNICATIONS
CORPORATION
EMMIS ENTERPRISES, INC.
EMMIS INDIANA BROADCASTING, L.P., by
Emmis Operating Company, its General Partner
EMMIS INTERNATIONAL BROADCASTING
CORPORATION
EMMIS LICENSE CORPORATION OF NEW
YORK
EMMIS MEADOWLANDS CORPORATION
EMMIS PUBLISHING CORPORATION
EMMIS PUBLISHING, L.P., by Emmis
Operating Company, its General Partner
EMMIS RADIO, LLC, by Emmis Operating
Company, its Manager
EMMIS RADIO LICENSE CORPORATION
OF NEW YORK
EMMIS RADIO LICENSE, LLC, by Emmis
Operating Company, its Manager
EMMIS TELEVISION LICENSE, LLC, by
Emmis Operating Company, its Manager
EMMIS TELEVISION BROADCASTING, L.P.,
by Emmis Operating Company, its General
Partner
LOS ANGELES MAGAZINE HOLDING
COMPANY, INC.
MEDIATEX COMMUNICATIONS
CORPORATION

By: 
Name: J. Scott Enright
Title: Senior Vice President and
Associate General Counsel

(Signature Page to Omnibus Amendment)

BUSDOCS/1589866

TRADEMARK
REEL: 003426 FRAME: 0148

RADIO AUSTIN MANAGEMENT, L.L.C., by
Emmis Operating Company, its Manager
EMMIS AUSTIN RADIO BROADCASTING
COMPANY, L.P., by Emmis Operating
Company, its General Partner

By: *Ryan A. Hornaday*
Name: Ryan A. Hornaday
Title: Vice President Finance

(Signature Page to (Amibus Amendment)

BUSDOCS158866

TRADEMARK
REEL: 003426 FRAME: 0149

Accepted and Agreed to as of the
date first written above:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Maurice E. Washington

Name: Maurice E. Washington
Title: Assistant Vice President

EXHIBITS
A, B, C, D AND E

On file with Administrative Agent

Exhibit F

Schedule A to Trademark Agreement

(see attached)

EXHIBIT F

SCHEDULE A
PART A-1

EMMIS RADIO LLC

Trademark Registrations

Mark	Registration Date	Registration Number
Q-101	8/26/97	2,091,433
CD 101.9 Today's Cool Jazz (and Design)	1/30/96	1,952,411
Double Your Salary	2/11/03	2,686,200
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
(Design only)	10/05/82	1,211,859
St. Louis' Best Rock	12/28/82	1,222,068
Real Rock Radio	11/12/85	1,370,559
K-SHE-95	7/9/85	1,348,574
KPWR	9/8/87	1,456,860
Power 106 FM (Stylized)	5/12/87	1,439,522
The Mall	9/3/02	2,614,499
HOT 97	8/14/01	2,477,364
Power of Hip Hop	2/25/03	2,691,140
ULTRACRIB	3/2/04	2,819,736
Hip Hop Symphony	8/27/02	2,611,930
Hip Hop Symphony Hot 97 FM (and Design)	9/10/02	2,617,030
THE ROCK (Block Letters)	8/23/05	2,986,986
BIG PHAT RIDE	8/17/04	2,874,511
THE ROCK OF ST. LOUIS	12/20/05	3,031,092
ALTERNATRIP (Block Letters)	01/11/05	2,917,414
Power Lab	2/15/05	2,926,438
Music With Class (Block Letters)	12/27/05	3,035,754
Tilden's Children (Block Letters)	6/6/06	3,102,468
Loop Rock Girl (Block Letters)	9/19/06	3,145,095
Where Hip Hop Lives (Block Letters)	8/1/06	3,123,677
(Sound Mark)	2/7/06	3,056,963
Hot 93.3	12/28/04	2,914,550

Trademark Applications

Mark	Filing Date	Application Number
CD 101.9 Smooth Jazz (and Design)	1/20/06	78/796289
Who's Next Live (Block Letters)	3/10/05	78/584866
Who's Next (Block Letters)	3/28/05	78/596550
Big Hit Marketing (Block Letters)	9/21/06	77/004400
Big Hit Interactive (Block Letters)	9/21/06	77/004385
My Red Lounge (Block Letters)	9/21/06	77/004365
HOT (and Design)	8/23/05	78/698132

EMMIS INDIANA BROADCASTING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
Download The Dough	7/2/02	2,587,902
WNOU	2/27/01	2,431,658
WYXB	12/25/01	2,522,356
WIBC	12/1/98	2,207,182
Rate A Mate	4/8/03	2,704,100
The New The Known The Legends (Block Letters)	7/4/2006	3,111,756

EMMIS PUBLISHING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
Indianapolis Monthly	9/12/95	1,917,939
Atlanta	9/13/83	1,251,117
Atlanta (Stylized)	9/13/83	1,251,118
Atlanta Magazine	7/31/62	735,488
Atlanta Magazine	7/29/97	2,083,254
Country Sampler	10/11/88	1,508,087
Country Sampler's Country Business	5/31/94	1,838,419
Cincinnati Magazine	12/15/98	2,211,138
Country Marketplace	7/22/97	2,081,245
The Country Sampler Store	6/29/99	2,256,764

Mark	Registration Date	Registration Number
Taste of Indianapolis	3/7/00	2,325,902
Texas Monthly	12/23/75	1,027,910
Behind the Lines	11/18/97	2,113,378
Texas Primer	1/18/00	2,310,020
Texas Monthly	6/6/00	2,355,473
Texas Bride	6/9/98	2,164,813
Domain	1/21/86	1,379,148
Los Angeles	10/22/96	2,009,987
Best of LA	4/15/97	2,053,510
The Best of LA	5/10/94	1,835,407
California Weekends	10/24/89	1,562,838
Buzz	3/3/92	1,678,086
LA Style (Stylized)	6/23/87	1,444,072
Street Smart	11/9/99	2,291,770
Los Angeles (Stylized)	8/31/99	2,273,997
LA Magazine	6/29/99	2,257,898
E Emmis Publishing (and Design)	8/18/98	2,182,747
State Secrets	5/29/01	2,455,683
L.A. Style	4/22/97	2,054,150
Texas Monthly Biz	7/10/01	2,468,164
Texas Tour Guide	9/9/03	2,761,950
Texas Traveler	9/9/03	2,761,949
Texas Monthly Dining Guide Dallas Fort Worth	4/20/04	2,834,351
Atlanta Magazine Home	9/16/03	2,764,219
Decorate with Paint	12/10/02	2,658,639
Window & Wall Treatments	7/1/03	2,733,534
Kitchen & Bath Makeovers	2/25/03	2,691,760
Texas Monthly @ Your Service	4/8/03	2,704,776
Cincinnati (Block Letters)	03/01/05	2,928,909
E Emmis Books (and Design)	2/8/05	2,925,180
Texas Monthly How to be Texan	12/7/04	2,909,269
Texas Monthly Talks	4/20/04	2,834,684
The Atlanta Medical Guide	9/7/04	2,881,560
Texas Monthly Shops Houston	3/15/05	2,933,978

Mark	Registration Date	Registration Number
Texas Monthly Shops Dallas	3/15/05	2,933,977
Buzz	7/20/04	2,864,807
Atlanta Condo Collection	12/7/04	2,908,182
The Ultimate Intown Living Tour	10/26/04	2,898,384
Atlanta Condo Collection The Ultimate Intown Living Tour (and Design)	12/07/04	2,908,185
Twostep (and Design)	12/13/05	3,027,838
Twostep (Block Letters)	11/8/05	3,013,339
Cincinnati Wedding (Block Letters)	7/12/05	2,967,207
Los Angeles Weddings (Block Letters)	05/30/06	3,099,113
Atlanta 101 (Block letters)	08/15/06	3,130,971
Texas Women's Golf & Leisure (Block Letters)	7/11/06	3,115,534
Texas Women's Golf & Leisure (Block Letters)	7/11/06	3,115,536
Los Angeles Premier Publications (Block Letters)	8/22/06	3,134,544

Trademark Applications

Mark	Filing Date	Application Number
Lone Stars Shining, The 50 Best Companies to Work for in Texas	12/7/05	78/768717
Shop Los Angeles Weddings (Block Letters)	9/23/05	78/719099
Texas Monthly Press (Block Letters)	3/31/06	78/850790
Texas Bride (Block Letters)	9/27/05	78/721557

EMMIS TELEVISION BROADCASTING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
Hawaiian Moving Company	9/20/05	2,998,046
Clear, Accurate and To The Point	10/1/02	2,629,458
MIRA	1/10/89	1,520,209

EMMIS OPERATING COMPANY

Trademark Registrations

Mark	Registration Date	Registration Number
E Emmis Communications (and Design)	6/8/99	2,251,655
Job City USA	8/1/00	2,373,975
Co-op Consultant	12/22/87	1,469,677
Co-Opportunities	4/14/81	1,151,008
Jobcity	2/20/01	2,430,418
Marketpro	3/16/99	2,231,493
Scratch 'n Surf	3/26/02	2,552,119
(Design)	6/11/02	2,577,609
Great Media, Great People, Great Service	3/23/04	2,826,411
Power of Emmis	9/9/03	2,762,904

EXHIBIT F

SCHEDULE A
PART A-2

EMMIS RADIO LLC

Trademark Registrations

Mark	Registration Date	Registration Number
Music With Class (Block Letters)	12/27/05	3,035,754
Tilden's Children (Block Letters)	6/6/06	3,102,468
Loop Rock Girl (Block Letters)	9/19/06	3,145,095
Where Hip Hop Lives (Block Letters)	8/1/06	3,123,677
(Sound Mark)	2/7/06	3,056,963

Trademark Applications

Mark	Filing Date	Application Number
CD 101.9 Smooth Jazz (and Design)	1/20/06	78/796289
Who's Next Live (Block Letters)	3/10/05	78/584866
Who's Next (Block Letters)	3/28/05	78/596550
Big Hit Marketing (Block Letters)	9/21/06	77/004400
Big Hit Interactive (Block Letters)	9/21/06	77/004385
My Red Lounge (Block Letters)	9/21/06	77/004365
HOT (and Design)	8/23/05	78/698132

EMMIS INDIANA BROADCASTING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
The New The Known The Legends (Block Letters)	7/4/2006	3,111,756

EMMIS PUBLISHING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
Twostep (and Design)	12/13/05	3,027,838
Twostep (Block Letters)	11/8/05	3,013,339
Cincinnati Wedding (Block Letters)	7/12/05	2,967,207
Los Angeles Weddings (Block Letters)	05/30/06	3,099,113
Atlanta 101 (Block letters)	08/15/06	3,130,971
Texas Women's Golf & Leisure (Block Letters)	7/11/06	3,115,534
Texas Women's Golf & Leisure (Block Letters)	7/11/06	3,115,536
Los Angeles Premier Publications (Block Letters)	8/22/06	3,134,544

Trademark Applications

Mark	Filing Date	Application Number
Lone Stars Shining, The 50 Best Companies to Work for in Texas	12/7/05	78/768717
Shop Los Angeles Weddings (Block Letters)	9/23/05	78/719099
Texas Monthly Press (Block Letters)	3/31/06	78/850790
Texas Bride (Block Letters)	9/27/05	78/721557

EMMIS TELEVISION BROADCASTING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
Hawaiian Moving Company	9/20/05	2,998,046
MIRA	1/10/89	1,520,209

EXHIBIT G

On file with Administrative Agent