

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
Peak Broadcasting of Fresno, LLC		03/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
Peak Broadcasting of Boise, LLC		03/30/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	2325 Lakeview Parkway
Internal Address:	Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2397654	KMGV
Registration Number:	2397655	KMJ
Registration Number:	2517192	KOQO
Registration Number:	2397653	KSXS

CORRESPONDENCE DATA

Fax Number: (404)572-5128

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-572-2533

Email: jbalcita@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: Jeffrey P. Balcita

Address Line 2: 1180 Peachtree Street

CH \$115.00 2397654

900073471

TRADEMARK
REEL: 003514 FRAME: 0588

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.015806
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NAME OF SUBMITTER:	Jeffrey P. Balcita
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Signature:	/Jeffrey P. Balcita/
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Date:	04/04/2007
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT
(FIRST LIEN)

TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2007, by PEAK BROADCASTING OF FRESNO, LLC, a Delaware limited liability company, and PEAK BROADCASTING OF BOISE, LLC, a Delaware limited liability company (each a "Grantor", and collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, the Persons named therein as 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 the Loans and to incur Letter of Credit Obligations for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (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, Grantors are 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such 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 such 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.

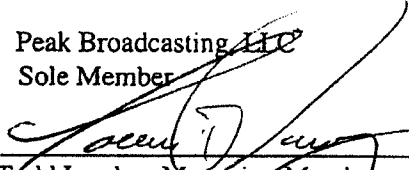
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and 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, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

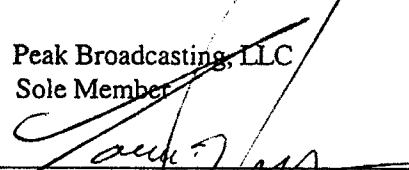
**PEAK BROADCASTING OF FRESNO,
LLC,**

By: Peak Broadcasting, LLC
Its: Sole Member

By: 
Todd Lawley, Managing Member

**PEAK BROADCASTING OF BOISE,
LLC**

By: Peak Broadcasting, LLC
Its: Sole Member

By: 
Todd Lawley, Managing Member

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: Brian Y. Guffin
Title: Its Duly Authorized Signatory

[FIRST LIEN TRADEMARK SECURITY AGREEMENT -- GECC/PEAK BROADCASTING]

TRADEMARK
REEL: 003514 FRAME: 0592

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PEAK BROADCASTING OF FRESNO,
LLC,**

By: Peak Broadcasting, LLC
Its: Sole Member

By: _____
Todd Lawley, Managing Member

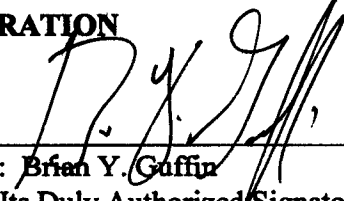
**PEAK BROADCASTING OF BOISE,
LLC**

By: Peak Broadcasting, LLC
Its: Sole Member

By: _____
Todd Lawley, Managing Member

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 
Name: Brian Y. Guffin
Title: Its Duly Authorized Signatory

[FIRST LIEN TRADEMARK SECURITY AGREEMENT – GECC/PEAK BROADCASTING]

**TRADEMARK
REEL: 003514 FRAME: 0593**

CALIFORNIA NOTARY ACKNOWLEDGEMENT

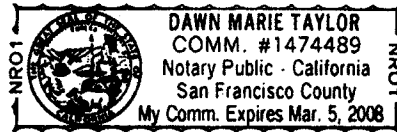
STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On March 29, 2007, before me, DAWN MARIE TAYLOR, NOTARY PUBLIC, personally appeared TODD LAWLEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Dawn Marie Taylor



(Seal)

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
KMGV	2397654	October 24, 2000
KMJ	2397655	October 24, 2000
KOQO	2517192	December 11, 2001
KSKS	2397653	October 24, 2000

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSE AGREEMENTS

Name of Agreement	Parties	Date of Agreement
KISS License Agreement	Infinity Broadcasting Corporation (<i>now</i> CBS) and Clear Channel Communications, Inc./Citicasters Co. ¹	July, 2002
JACK Format Agreement: "JACK FM" "PLAYING WHAT WE WANT"	Sparknet Communications, LP and Infinity Broadcasting Corporation (<i>now</i> CBS)	September 21, 2005

¹ This License Agreement is a Group Contract and the service mark KIIS and service mark KISS FM and design is only being assigned to the extent it pertains to CBS radio stations in the Fresno, California market being sold to Peak Broadcasting of Fresno, LLC under this Agreement.