# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		06/05/2007	National Association:

## **RECEIVING PARTY DATA**

Name:	Emmis Radio, LLC
Street Address:	40 Monument Circle
Internal Address:	Suite 700
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

Name:	Emmis Indiana Broadcasting, L.P.
Street Address:	40 Monument Circle
Internal Address:	Suite 700
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	LIMITED PARTNERSHIP: INDIANA

Name:	Emmis Publishing, L.P.
Street Address:	40 Monument Circle
Internal Address:	Suite 700
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	LIMITED PARTNERSHIP: INDIANA

Name:	Emmis Television Broadcasting, L.P.

TRADEMARK "REEL: 003564 FRAME: 0444

Street Address:	40 Monument Circle
Internal Address:	Suite 700
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	LIMITED PARTNERSHIP: INDIANA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2998046	HAWAIIAN MOVING COMPANY

### **CORRESPONDENCE DATA**

Fax Number: (202)776-4981

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

Phone: (202) 776-2410

Email: trademark@dowlohnes.com

Correspondent Name: Marc S. Sher

Address Line 1: 1200 New Hampshire Avenue, N.W.

Address Line 2: Suite 800

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Marc S. Sher
Signature:	/Marc S. Sher/
Date:	06/20/2007

#### **Total Attachments: 8**

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> TRADEMARK REEL: 003564 FRAME: 0445

CORRENT RECORD INFORMATION:  66. CURRENT RECORD INFORMATION:  68. ORGANIZATION'S NAME  Emmis Television License, LLC  66. INDIVIDUAL'S LAST NAME  FIRST N	d with respect to security interest(s) of the security interest(s) in the security in the security interest(s) in the security interest(s) in	1b. This to be RE. Secured Party authorname of assignor in k only and of these	orizing this Continuation S item 9.	IT AMENDME(T) is anded) in the statement. Statement.
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A. NAME & PHONE OF CONTACT AT FILER [optional]  B. SEND ACKNOWLEDGMENT TO: (Name and Address)  1a. INITIAL FINANCING STATEMENT FILE#  20040008384221 on 09/09/2004  2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated.  3. CONTINUATION: Effectiveness of the Financing Statement identified above with respectiveness of the Financing Statement identi	d with respect to security interest(s) of the security interest(s) in the security in the security interest(s) in the security interest(s) in	1b. This to be RE. Secured Party authorname of assignor in k only and of these	a FINANCING STATEMEN  In filed (for record) (or reco  AL ESTATE RECORD);  Ity authorizing this Termina  onizing this Continuation S  item 3.  two boxes.  hame Complete item /s o/7.	IT AMENDME(T) is anded) in the statement. Statement.
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CHANGE name a vidio reduces. Please inferto the detailed instructions in regards to changing the name/address of a party.  6. CURRENT RECORD : NPOS-MATION:  6a. ORGANIZATION'S NAME  Emmis Television License, LLC  6b. INDIVIDUAL'S LAST NAME  FIRST N	ETE name Give record name deleted in item 5a or 5b.	ADDr	name: Complete itsm /a u/7 ompiete kema /a-7g (frappik	b, and sisuitem /ccable).
GB. ORGANIZATION'S NAME Emmis Television License, LLC GB. INDIVIDUAL'S LAST NAME FIRST N	AME			
OR Sb. INDIVIDUAL'S LAST NAME FIRST N	AME			
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7 CHANGED (NEW) OR ADDITO INFORMATION:				
7a. ORSANIZATION F NAME				
75 INDIVIDUAL'S LAST NAME FIRST N	AME	MIDDLE	NAME	SUFFIX
7c. MAILING ALDRESS CITY		STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS ADD'L INFO RE 7e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR 77 JURI	SDICTION OF ORGANIZATION	7g. ORG	ANIZATIONAL ID#, if any	
8. AMENDMENT (COLLATERAL CHANGE): check only gas box.  Describe collateral deleted or added, or give entire restated collateral description				
The Station Assets (as defined on Schedule A attached hereto and Agreement, dated as of February 20, 2007 (the "Asset Purchase A L.P. and Emmis Television License, LLC (collectively, the "Selle Operating Co., Inc., as Buyer, and (iv) MCG Capital Corporation (as defined on Schedule B attached hereto and made a part hereof released or detected hereby.  9. NAME or SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT adds collateral or adds the authorizing Debtor. Or of this is a Termination authorized by a Debtor.  90. ORGANIZATION'S NAME  Bank of America, N.A., as Administrative Agent 90. INDIVIDUAL'S LAST NAME  FIRST N.	Agreement"), by and an ers"), (ii) Emmis Opera ("MCG") as on file with as referred to in the A as referred to in the A check hare and entername	nong (i) Emm tring Compani th the Secure Asset Purchase Asset Purchase Management. If this is of DEBTOR author	nis Television Broa y, as Guarantor, (i d Party. The Excl e Agreement are n an Amendment authorized right this Amendment.	adcasting, iii) HITV luded Asset not being
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FILING OFFICE COPY -- UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02

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	IG STATEMENT AMENDMEN	NT	· ;	
A. NAME & PHONE OF CSC - Je				
B. SEND ACKNOWLED	GMENT TO: (Name and Address)			
1a. INITIAL FINANCING ST		THE ABOVE SI	PACE IS FOR FILING OFFICE US	NT AMENDME
200400004497	949 on 05/10/2004		to be filed (for record) (or red REAL ESTATE RECORDS.	orded) in the
2. TERMINATION:	Effectiveness of the Financing Statement identified above	is terminated with respect to security interest(s) of th		ation Statemen
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	ditional period provided by applicable law.		,	:
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in regards to changing	the name/address of a party.	to be deleted in item 6a or 6b.	also complete items 7e-7g (lapp)	(CKble)
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Page: 1 of 1

JCC FINANCING STATEMENT AMENDMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER (optional)  CSC - Jeff B. SEND ACKNOWLEDGMENT TO: (Name and Address)  In INITIAL FINANCING STATEMENT FILE #  200600010139981 on 10/27/2006  2. TERMINATION: Effectiveness of the Financing Statement identified above is term	THE ABOVE			
A. NAME & PHONE OF CONTACT AT FILER [optional]  CSC — Jeff B. SEND ACKNOWLEDGMENT TO: (Name and Address)	THE ABOVE			
A. NAME & PHONE OF CONTACT AT FILER [optional]  CSC — Jeff B. SEND ACKNOWLEDGMENT TO: (Name and Address)	THE ABOVE			
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A. NAME & PHONE OF CONTACT AT FILER [optional]  CSC — Jeff  B. SEND ACKNOWLEDGMENT TO: (Name and Address)  In Initial Financing Statement File #  200600010139981 on 10/27/2006	THE ABOVE			
CSC - Jeff  B. SEND ACKNOWLEDGMENT TO: (Name and Address)	THE ABOVE			
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3. CONTINUATION: Effectiveness of the Financing Statement identified above with	h respect to security interest(s) of the Secu	ired Party autho	orizing this Continuation S	tatement is
continued for the additional period provided by applicable law.	<u> </u>			
4. ASSIGNMENT (full or partial). Give name of assignee in item 7a or 7b and address	s of assignee in item 7c; and also give nam	e of assignor in	item 9.	•
5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor	had	ly <u>one</u> of these t	two baxes.	-
Also check one of the following three boxes and provide appropriate information in items (		ET 100-		'h ========
in regards to changing the name/address of a party.	DELETE name: Give record name to be deleted in item 6a or 6b.	alsoc	name: Complete item 7a or 7 omolete tems 7a-7a (h appli	cabla).
S. CURRENT RECORD INFORMATION				
6a. ORGANIZATION'S NAME				
Emmis Television License, LLC	RST NAME	MIDDLE	NAME	SUFFIX
			,	
7 CHANGED (NEW) OR ADDED INFORMATION				
/a CREANIZATION'S NAME				
THE INDIVIDUAL'S LAST NAME FIRE	RST NAME	MIDDLE	NAME	SUFFIX
7c. MAILING ADDRESS CIT	TY	STATE	POSTAL CODE	COUNT
7d <u>SEE INSTRUCTIONS</u> ADD'L INFO RE 7e. TYPE OF ORGANIZATION 7f. ORGANIZATION	JURISDICTION OF DRGANIZATION	7g. ORG	ANIZATIONAL ID#, if any	
DEBTOR				
B. AMENDMENT (COLLATERAL CHANGE): check only gos box.				
Describe collateral deleted or added, or give entire restated collateral des	cription or describe collateralassign	ed.		
The Station Assets (as defined on Schedule A attached hereto	and made a part bereath as re	formed to i	n the Accet Burchs	368
Agreement, dated as of February 20, 2007 (the "Asset Purcha				
L.P. and Emmis Television License, LLC (collectively, the "S				
Operating Co., Inc., as Buyer, and (iv) MCG Capital Corporat				
(as defined on Schedule B attached hereto and made a part he				
released or deleted hereby.			•	
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NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDA	· <u>-</u> ·			l by a Debtor
adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a C 9a. ORGANIZATION'S NAME	and enter name of L	CE I OR BUTTO	rizing this Amendment	
	i			
Bank of America, N.A., as Administrative Agent	STNAME	MIDDLE	NAME	SUFFIX
FIN	<del></del>		· ·	
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0. OPTIONAL FILER REFERENCE DATA				

<sup>2</sup>age: 1 of 1

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC - Jeff

1a. INITIAL FINANCING STATEMENT FILE A

6. CURRENT RECORD INFORMATION: 6a. ORGANIZATION S NAME

7. CHA: G'ED (NEW) OR ADDED INFORMATION. 72, CEGANIZATION'S NAME 76. INDIVIDUAL'S LAST NAME

OR 66 INDIVIDUAL'S LAST NAME

7c. MAILING ADDRESS

7d. SEEINSTRUCTIONS

200600010140024 on 10/27/2006

Also check one or the following three boxes and provide appropriate information CHANGE name and/or address. Please refer to the detailed instructions in regards to changing the name/address of a party.

Emmis Television Broadcasting, L.P.

ADD'L INFO RE | 7e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR 8. AMENDMENT (COLLATERAL CHANGE): check only gna box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned. The Station Assets (as defined on Schedule A attached hereto and made a part hereof) as referred to in the Asset Purchase Agreement, dated as of February 20, 2007 (the "Asset Purchase Agreement"), by and among (i) Emmis Television Broadcasting, L.P. and Emmis Television License, LLC (collectively, the "Sellers"), (ii) Emmis Operating Company, as Guarantor, (iii) HITV Operating Co., Inc., as Buyer, and (iv) MCG Capital Corporation ("MCG") as on file with the Secured Party. The Excluded Assets (as defined on Schedule B attached hereto and made a part hereof) as referred to in the Asset Purchase Agreement are not being released or deleted hereby. 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignment). If this is an Amendment authorized by a Debtor which adds collaterel or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here 🦳 and enter name of DEBTOR authorizing this Amendment 9a. ORGANIZATION'S NAME Bank of America, N.A., as Administrative Agent 96 INDIVIDUAL'S LAST NAME MICDLE NAME FIRST NAME SUFFIX 10 OPTIONAL FILER REFERENCE DATA 0067530.308164 Filed with: Indiana Secretary of State FILING OFFICE COPY -- UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

FIRST NAME

FIRST NAME

REEL: 003564 FRAME: 0449

### Schedule A

#### Debtor:

Emmis Television License, LLC 40 Monument Circle, Suite 700 Indianapolis, IN 46204

### Secured Party:

Bank of America, N.A., as Administrative Agent 901 Main Street, 14th Floor Dallas, TX 75202-3714

#### **Station Assets**

All right, title and interest of Debtor in and to all assets and properties of Debtor, real and personal, tangible and intangible, that are owned, leased, licensed, used or held for use in the operation of KGMB (TV), Honolulu, Hawaii, KGMV (TV), Wailuku, Hawaii and KGMD-TV, Hilo, Hawaii (collectively, the "Station") (collectively, the "Station Assets"), including without limitation the following:

- (a) <u>FCC Licenses</u>. All licenses, permits and other authorizations issued to Debtor by the Federal Communications Commission (the "<u>FCC</u>") with respect to the Station (the "<u>FCC Licenses</u>"), including those described on Schedule 1.1(a) to the Asset Purchase Agreement and including any renewals, additions, extensions or modifications thereof between the date of the Asset Purchase Agreement and the consummation of the sale and purchase of the Station Assets provided for in the Asset Purchase Agreement, together with all other governmental licenses, permits and regulatory approvals issued with respect to the Station, and all assignable applications for modification, extension or renewal of the FCC Licenses and any assignable pending applications with respect to the Station.
- (b) <u>Tangible Personal Property</u>. All of Debtor's machinery, equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used in or held for use in the operation of the Station, including without limitation those listed on Schedule 1.1(b) to the Asset Purchase Agreement, except for any retirements or dispositions thereof made in the ordinary course of business between the date of the Asset Purchase Agreement and the consummation of the sale and purchase of the Station Assets provided for in the Asset Purchase Agreement in the ordinary course of business in accordance with Article 4 thereof.
- (c) <u>Real Property</u>. All of Debtor's real property, including all fee estates, leasehold interests and estates, easements, real property licenses, rights to access, rights of way and other interests in real property of every kind and description used or held for use in the operation of the Station (including any appurtenant easements and improvements located thereon), including without limitation those listed on Schedule 1.1(c) to the Asset Purchase Agreement.
- (d) <u>Station Contracts</u>. All agreements for the sale of advertising time on the Station, and all other contracts, agreements and leases used in the Station's business, including without limitation those listed on Schedule 1.1(d) of the Asset Purchase Agreement, together with all contracts, agreements and leases made between the date of the Asset Purchase Agreement and the consummation of the sale and purchase of the Station Assets provided for in the Asset Purchase Agreement in accordance with Article 4 thereof.

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- (e) <u>Intangible Property</u>. All of Debtor's rights in and to the Station's call letters and in and to the trademarks, trade names, service marks, internet domain names, copyrights, programs and programming material, jingles, slogans, logos, and other intangible property which are used in or held for use in the operation of the Station, including without limitation those listed on Schedule 1.1(e) of the Asset Purchase Agreement.
- (f) Records. Debtor's rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Station, including the Station's local public files, programming information and studies, engineering data, advertising studies, marketing and demographic data, sales correspondence, list of advertisers, credit and sales reports, and logs, and (except as prohibited by applicable law) personnel files, but excluding records relating to Excluded Assets (as defined below).

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#### Schedule B

#### **Excluded Assets**

The following assets or any rights, title and interest therein (collectively the "Excluded Assets"):

- (a) All cash and cash equivalents of Debtor, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments;
- (b) All tangible and intangible personal property of Debtor retired or disposed of between the date of the Asset Purchase Agreement and the consummation of the sale and purchase of the Station Assets provided for in the Asset Purchase Agreement in accordance with Article 4 thereof;
- (c) All Station Contracts that are terminated or expire prior to the consummation of the sale and purchase of the Station Assets provided for in the Asset Purchase Agreement in accordance with Article 4 thereof;
- (d) Debtor's corporate and trade names unrelated to the operation of the Station (including the name "Emmis"), charter documents, and books and records relating to the organization, existence or ownership of Debtor, duplicate copies of the records of the Station, and all records not relating to the operation of the Station;
- (e) All contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;
- (f) All pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Debtor;
- (g) the Station's accounts receivables and any other rights to payment of cash consideration (including without limitation all rights to payments under the Station's network affiliation agreements, whether or not offset) for goods or services sold or provided prior to the Effective Time (as defined in the Asset Purchase Agreement) or otherwise attributable to any period prior to the Effective Time:
- (h) All rights and claims of the Debtor, whether mature, contingent or otherwise, against third parties with respect to the Station and the Station Assets, to the extent attributable to any period prior to the Effective Time;
- (i) All deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Debtor receives a credit therefor under Section 1.7 of the Asset Purchase Agreement;

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- (j) All claims of Debtor with respect to any tax refunds attributable to the period prior to the Effective Time;
- (k) Computers and other assets located at the Emmis Communications Corporation headquarters, and the centralized server facility, data links, payroll system and other operating systems and related assets that are primarily used in the operation of multiple stations;
- (l) Any non-transferable shrink wrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Station;
- (m) All claims of the Debtor for reimbursement of expenses incurred prior to the consummation of the sale and purchase of the Station Assets provided for in the Asset Purchase Agreement, including, without limitation in connection of the Sprint Nextel 2GHz relocation project;
- (n) the assets listed on Schedule 1.2 to the Asset Purchase Agreement, and the slogan, "Great Media, Great People, Great Service;" and
- (o) the Shared Contracts (as defined in the Asset Purchase Agreement) identified on Schedule 1.1(d) to the Asset Purchase Agreement and not transferred to Buyer pursuant to the terms of the Asset Purchase Agreement.

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