

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Edward Bergman		08/16/2007	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capstar Radio Operating Company		
<b>Street Address:</b>	200 East Basse Road		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78209		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2090974	DJ SPIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(210)226-8395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	210-554-5450		
<b>Email:</b>	ipdocket@coxsmith.com		
<b>Correspondent Name:</b>	Pamela B. Huff		
<b>Address Line 1:</b>	112 East Pecan Street, Suite 1800		
<b>Address Line 2:</b>	Cox Smith Matthews Incorporated		
<b>Address Line 4:</b>	San Antonio, TEXAS 78205		
<b>ATTORNEY DOCKET NUMBER:</b>	22187.5144		
<b>NAME OF SUBMITTER:</b>	Pamela B. Huff		
<b>Signature:</b>	/pbhuff35901/		
<b>Date:</b>	08/24/2007		

OP \$40.00 2090974

Total Attachments: 1  
source=DJSPINAssign#page1.tif

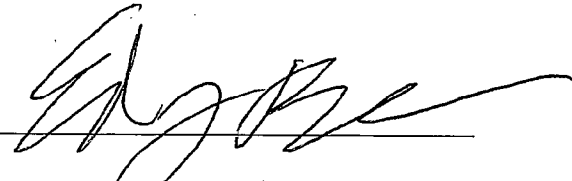
**ASSIGNMENT**

*(Melville)*  
WHEREAS, Edward Bergman, a United States citizen ("Assignor"), residing at 135 Duryea Road, Medville, New York, 11747, has adopted, used, and has been using the mark DJ SPIN of U.S. Registration No. 2,090,974 for disc jockey services (the "Mark"); and

WHEREAS, Capstar Radio Operating Company, a Delaware corporation ("Assignee"), having its principal place of business at 200 E. Basse Road, San Antonio, Texas, 78209, desires to acquire all right, title, and interest in and to said Mark, any and all registrations and applications for registration thereof, and the goodwill of the business symbolized by the Mark;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, as set forth in the Trademark Purchase Agreement entered into by the parties simultaneously herewith, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey to Assignee all of its right, title, and interest in and to said Mark, all registrations and applications for registration thereof, all rights derived from or associated with use of the Mark by Assignor, together with the goodwill of the business symbolized by said Mark, and the right to recover for past infringement of said Mark. Assignor represents and warrants that it has not previously assigned, licensed, or conveyed any interest in said Mark or the other rights referenced herein, and Assignor agrees to execute any further lawful documents needed to give full force and effect to this instrument.

Executed this 8/16/07 day of July, 2007.

By:   
Name: Edward Bergman

STATE OF NEW YORK §  
§  
COUNTY OF New York §

Before me, a notary public in a for the state and county aforesaid, on this day personally appeared Edward Bergman, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of ~~July~~, 2007.

Printed Name: Michael S. Ettinger  
Notary Public in and for the State of New York  
My Commission Expires: August

MICHAEL S. ETTINGER  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02ET5036794  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES DECEMBER 12, 1992010