

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Security and Pledge Agreement, as amended

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Emmis Communications Corporation		05/10/2004	CORPORATION:
Orange Coast Kcommunications, Inc.		05/10/2004	CORPORATION: DELAWARE
Emmis Publishing, L.P.		05/10/2004	LIMITED PARTNERSHIP: INDIANA
Emmis Operating Company		05/10/2004	CORPORATION: INDIANA
Emmis Enterprises, Inc.		05/10/2004	CORPORATION:
Emmis Indiana Broadcasting, L.P.		05/10/2004	LIMITED PARTNERSHIP:
Emmis International Broadcasting Corporation		05/10/2004	CORPORATION:
Emmis License Corporation of New York		05/10/2004	CORPORATION:
Emmis Meadowlands Corporation		05/10/2004	CORPORATION:
Emmis Publishing Corporation		05/10/2004	CORPORATION:
Emmis Radio, LLC		05/10/2004	LIMITED LIABILITY COMPANY:
Emmis Radio License Corporation of New York		05/10/2004	CORPORATION:
Emmis Radio License, LLC		05/10/2004	LIMITED LIABILITY COMPANY:
Emmis Television License, LLC		05/10/2004	LIMITED LIABILITY COMPANY:
Emmis Television Broadcasting, L.P.		05/10/2004	LIMITED PARTNERSHIP:
Los Angeles Magazine Holding Company, Inc.		05/10/2004	CORPORATION:
Mediatex Communications Corporation		05/10/2004	CORPORATION:
Radio Austin Management, L.L.C.		05/10/2004	LIMITED LIABILITY COMPANY:
Emmis Austin Radio Broadcasting Company, L.P.		05/10/2004	LIMITED PARTNERSHIP:

OP \$65.00 3222330

## RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street, 14th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3222330	ORANGE COAST
Serial Number:	77040027	OC CHEFS RECIPES

## CORRESPONDENCE DATA

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-951-8464  
Email: paula.mazzeo@bingham.com  
Correspondent Name: Paula A. Mazzeo  
Address Line 1: 150 Federal Street  
Address Line 2: c/o Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Paula A. Mazzeo
Signature:	/PAMazzeo/
Date:	11/01/2007

## Total Attachments: 66

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**TRADEMARK COLLATERAL  
SECURITY AND PLEDGE AGREEMENT**

This **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as of May 10, 2004, by and among **EMMIS OPERATING COMPANY**, an Indiana corporation (the "Company"), each of the subsidiaries of the Company identified on the signature pages attached hereto (collectively, the "Subsidiary Grantors", and each individually, a "Subsidiary Grantor") (the Company and the Subsidiary Grantors hereinafter collectively referred to as, the "Grantors", and each individually, an "Grantor") 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 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 Company, Emmis Communications Corporation, an Indiana corporation (the "Parent"), the Lenders, the Administrative Agent, Goldman Sachs Credit Partners L.P., as syndication agent, and Wachovia Bank, N.A., Deutsche Bank Securities Inc. and Credit Suisse First Boston, acting through its Cayman Islands Branch, as co-documentation agents.

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Company under the Credit Agreement that Grantors execute and deliver to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a trademark agreement in substantially the form hereof;

WHEREAS, the Parent and each of the Subsidiary Grantors has entered into that certain Guaranty, dated as of even date herewith (as amended, supplemented, and restated or otherwise modified and in effect from time to time, the "Guaranty") in favor of the Lenders and the Administrative Agent, pursuant to which the Parent and each Subsidiary Grantor has guaranteed all of the Obligations (as defined in the Guaranty);

WHEREAS, the Grantors have executed and delivered to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the Security Agreement, dated as of the date hereof (as amended and in effect from time to time, (the "Security Agreement"), pursuant to which each Grantor has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in certain of such Grantor's personal property and fixture assets, including without limitation, the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement; and

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

## 1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each of the Grantors and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Grantor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Grantors that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Grantors, or subject to their demand for possession or control, related to the production, delivery, provision and sale by the Grantors, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Grantors in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Grantors, their affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) subject to any prohibition on assignment, sublicense or encumbrance contained in any such agreement (but solely to the extent such prohibition is enforceable under applicable law), all agreements (including franchise agreements), product and service specification documents and

operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) subject to any prohibition on assignment, sublicense or encumbrance contained in any such agreement (but solely to the extent such prohibition is enforceable under applicable law), all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) subject to any prohibition on assignment, sublicense or encumbrance contained in any such agreement (but solely to the extent such prohibition is enforceable under applicable law), all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Grantors (or any of their affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended, supplemented, restated or otherwise modified from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Grantors pursuant to any and all past, present and future franchising or licensing agreements in favor of the Grantors, or to which any Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, subject to any prohibition on assignment, sublicense or encumbrance contained in any such franchising or licensing agreement (but solely to the extent such prohibition is enforceable under applicable law), including the right (but not the obligation) in the name of any Grantor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which any Grantor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Grantor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Grantor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages

or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

**Trademarks.** All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Grantors, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by any Grantor or are now owned, held or used by any Grantor, in the Grantor's business, or with the Grantor's products and services, or in which any Grantor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by any Grantor in such Grantor's business or with such Grantor's products and services, or in which any Grantor in the future acquires any right, title or interest.

**Use.** With respect to any Trademark, all uses of such Trademark by, for or in connection with the Grantors or their businesses or for the direct or indirect benefit of the Grantors or their businesses, including all such uses by the Grantors themselves, by any of the affiliates of the Grantors, or by any franchisee, licensee or contractor of the Grantors.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. Security Interest; Assignment of Marks.** As collateral security for the payment and performance in full of all of the Obligations, each Grantor hereby unconditionally grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Lenders and the Administrative Agent. In addition, each Grantor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Grantors hereby authorize the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement. Notwithstanding the foregoing, such grant of a security interest shall not extend to and the term "Pledged Trademarks" shall not include any Excluded Assets.

**2.2. Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Grantor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, such Grantor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including

the transfer or other disposition of the Collateral by the Grantors to the Administrative Agent or its nominee in lieu of foreclosure).

**2.3. Supplemental to Security Agreement.** Pursuant to the Security Agreement each Grantor has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of any Grantor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of any Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Each Grantor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of (x) all Trademark Registrations filed with the PTO now owned by the Grantors and (y) all material franchising and licensing agreements in respect of Trademark License Rights of the Grantors; (ii) to such Grantor's knowledge, the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Grantor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Grantor's knowledge, there is no infringement by others of any material Trademarks, Trademark Registrations or Trademark Rights; (v) there are no actions, suits, proceedings or investigations of any kind pending or threatened that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Grantor's knowledge, there is no infringement by the Grantors of the trademark rights of others; (vi) the Grantors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that any Grantor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments and, except as disclosed on Schedule A, licenses and covenants by the Grantors not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) each Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will use its commercially reasonable efforts to enter into written agreements with each of its present and future licensors and licensees that will enable them to comply with the covenants herein contained; (viii) each Grantor has used, and will continue to use, proper



statutory and other appropriate proprietary notices in connection with its use of its material Trademarks; (ix) each Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under its material Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Grantors or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Grantors, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

#### **4. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Administrative Agent's prior written consent and except as otherwise expressly permitted under the terms of the Credit Agreement, the Grantors will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Grantors' obligations under this Trademark Agreement or the Security Agreement, provided that the Grantor may, in the ordinary course of its business and consistent with past business practices, enter into non-exclusive licenses for use by a third party of any of its Trademarks.

#### **5. AFTER-ACQUIRED TRADEMARKS, ETC.**

**5.1. After-acquired Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, any Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Grantor shall promptly provide to the Administrative Agent notice in writing of any Trademark Registrations filed with the PTO and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein, except to the extent such Pledged Trademarks consist of Excluded Assets.

**5.2. Amendment to Schedule.** Each Grantor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Grantor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademark Registrations filed with the PTO under §2 or §5.

#### **6. TRADEMARK PROSECUTION.**

**6.1. Grantors Responsible.** The Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that

may be incurred by the Administrative Agent or any Lender in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantors shall retain trademark counsel acceptable to the Administrative Agent.

**6.2. Grantors' Duties, etc.** The Grantors shall have the right and the duty, through trademark counsel acceptable to the Administrative Agent, to prosecute diligently any trademark registration applications of the material Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the material Trademarks and material Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the material Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the material Trademarks or material Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors. The Grantors shall not abandon any filed trademark registration application in respect of any material Trademark, or any material Trademark Registration or material Trademark without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

**6.3. Grantors' Enforcement Rights.** Each Grantor shall have the right and the duty to bring suit or other action in such Grantor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Grantors may require the Administrative Agent to join in such suit or action as necessary to assure the Grantors' ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any Lender to any risk of liability. The Grantors shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §6.3.

**6.4. Protection of Trademarks, etc.** In general, the Grantors shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the material Pledged Trademarks. The Grantors shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, status or enforcement of the material Pledged Trademarks.

**6.5. Notification by Grantors.** Promptly upon obtaining knowledge thereof, the Grantors will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Grantors' rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Grantors or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

**7. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Grantors may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Grantors at least five (5) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Grantors hereby agree shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent or any Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

**8. COLLATERAL PROTECTION.**

If the Grantors shall fail to do any act that they have covenanted to do hereunder, or if any representation or warranty of the Grantors shall be breached, the Administrative Agent, in its own name or that of the Grantors (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Grantors agree promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

**9. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, the Grantors do hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as the Grantors' true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Grantors' names on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Grantors therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Grantors are obligated to execute and do hereunder. The Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof and release each of the Administrative Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the

Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

**10. FURTHER ASSURANCES.**

The Grantors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

**11. TERMINATION; RELEASE.**

At such time as all of the Obligations in respect of principal and interest with respect to Loans and all other Obligations have been finally paid and satisfied in full, any amounts including contingent Obligations in respect of Letters of Credit have been cash collateralized to the Administrative Agent's satisfaction and the Lenders have no further Commitment to advance new Loans or issue additional Letters of Credit, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Grantors, execute and deliver to the Grantors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Grantors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement. Moreover, as soon as practicable following a sale or disposition of assets permitted in accordance with the terms of the Credit Agreement, the Administrative Agent shall release its liens on the Pledged Trademarks subject to such sale or disposition.

**12. COURSE OF DEALING.**

No course of dealing between the Grantors and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**13. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the

payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Grantors.

**14. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by the Grantors hereunder shall be a debt secured by the Pledged Trademarks and the other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue amounts set forth in the §6.11 of the Credit Agreement.

**15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE GRANTORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE GRANTORS' OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTORS, AND THE GRANTORS SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

**16. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in the manner set forth in §18.6 of the Credit Agreement.

**17. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Company, the Parent and the Administrative Agent (with the consent of the Required Lenders), except as provided in §5.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**18. GOVERNING LAW; CONSENT TO JURISDICTION.**

THIS TRADEMARK AGREEMENT IS A CONTRACT UNDER THE LAWS OF THE STATE OF NEW YORK AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Grantors agree that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consent to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantors

by mail at the address specified by reference in §16. The Grantors hereby waive any objection that they may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**19. WAIVER OF JURY TRIAL.**

EACH OF THE ADMINISTRATIVE AGENT AND THE GRANTORS WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Grantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Grantor (i) certifies that neither the Administrative Agent or any Lender nor any representative, agent or attorney of the Administrative Agent or any Lender has represented, expressly or otherwise, that the Administrative Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Lender is a party, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §19.

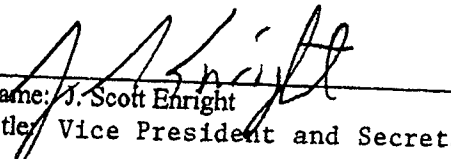
**20. MISCELLANEOUS.**

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantors acknowledge receipt of a copy of this Trademark Agreement.

*[Signature pages to follow]*

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

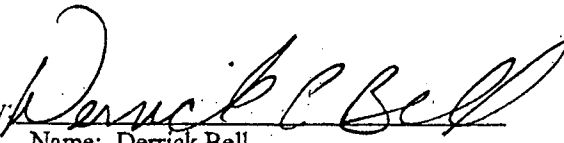
EMMIS OPERATING COMPANY  
EMMIS DUTCH BROADCASTING  
CORPORATION  
EMMIS INTERNATIONAL  
BROADCASTING CORPORATION  
EMMIS LATIN AMERICA  
BROADCASTING CORPORATION  
EMMIS LICENSE CORPORATION OF  
NEW YORK  
EMMIS LICENSE CORPORATION  
EMMIS MEADOWLANDS  
CORPORATION  
EMMIS PUBLISHING CORPORATION  
EMMIS RADIO CORPORATION  
EMMIS RADIO LICENSE CORPORATION  
EMMIS RADIO LICENSE CORPORATION  
OF NEW YORK  
EMMIS SOUTH AMERICA  
BROADCASTING CORPORATION  
EMMIS TELEVISION LICENSE  
CORPORATION OF TOPEKA  
EMMIS TELEVISION LICENSE  
CORPORATION OF WICHITA  
EMMIS TELEVISION LICENSE  
CORPORATION  
LOS ANGELES MAGAZINE HOLDING  
COMPANY, INC.  
MEDIATEX COMMUNICATIONS  
CORPORATION  
SJL OF KANSAS CORP.  
TOPEKA TELEVISION CORPORATION  
EMMIS INDIANA BROADCASTING, L.P.  
By: Emmis Operating Company, its General  
Partner  
EMMIS TELEVISION BROADCASTING,  
L.P.  
By: Emmis Operating Company, its General  
Partner  
EMMIS PUBLISHING, L.P.  
By: Emmis Operating Company, its General  
Partner

By:   
Name: J. Scott Enright  
Title: Vice President and Secretary

Signature Page for Trademark Security Agreement

TRADEMARK  
REEL: 003652 FRAME: 0463

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

By: 

Name: Derrick Bell  
Title: Vice President

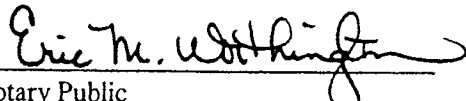
Signature Page for Trademark Security Agreement

**TRADEMARK  
REEL: 003652 FRAME: 0464**



STATE OF INDIANA        )  
                                  )  
COUNTY OF MARION     )        ss:

On the 6<sup>th</sup> day of May, in the year 2004 before me, the undersigned, a Notary Public in and for said state, personally appeared J. Scott Enright, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity (capacities), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

Printed: Eric M. Worthington

My Commission Expires: March 29, 2011

My County of Residence: Marion

Acknowledgement for Trademark Security Agreement

**TRADEMARK**  
**REEL: 003652 FRAME: 0466**

**EXHIBIT 1**

**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

WHEREAS, each of the persons listed on the signature page below (each an "Grantor"), has adopted and is using the trademarks and service marks identified opposite its name on the Annex hereto (with respect to each such Grantor, the "Marks"), and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_, having a place of business at \_\_\_\_\_ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to its Marks, together with (i) the registrations of and registration applications for such Marks, (ii) the goodwill of the business symbolized by and associated with such Marks and the registrations thereof, (iii) that part of the Grantor's business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority, and (iv) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to such Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

*[Signature pages to follow]*

IN WITNESS WHEREOF, each of the Grantors, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_ day of \_\_\_\_\_, 20\_\_.

EMMIS OPERATING COMPANY  
EMMIS DUTCH BROADCASTING  
CORPORATION  
EMMIS INTERNATIONAL  
BROADCASTING CORPORATION  
EMMIS LATIN AMERICA  
BROADCASTING CORPORATION  
EMMIS LICENSE CORPORATION OF  
NEW YORK  
EMMIS LICENSE CORPORATION  
EMMIS MEADOWLANDS  
CORPORATION  
EMMIS PUBLISHING CORPORATION  
EMMIS RADIO CORPORATION  
EMMIS RADIO LICENSE CORPORATION  
EMMIS RADIO LICENSE CORPORATION  
OF NEW YORK  
EMMIS SOUTH AMERICA  
BROADCASTING CORPORATION  
EMMIS TELEVISION LICENSE  
CORPORATION OF TOPEKA  
EMMIS TELEVISION LICENSE  
CORPORATION OF WICHITA  
EMMIS TELEVISION LICENSE  
CORPORATION  
LOS ANGELES MAGAZINE HOLDING  
COMPANY, INC.  
MEDIATEX COMMUNICATIONS  
CORPORATION  
SJL OF KANSAS CORP.  
TOPEKA TELEVISION CORPORATION  
EMMIS INDIANA BROADCASTING, L.P.  
By: Emmis Operating Company, its General  
Partner  
EMMIS TELEVISION BROADCASTING,  
L.P.  
By: Emmis Operating Company, its General  
Partner  
EMMIS PUBLISHING, L.P.  
By: Emmis Operating Company, its General  
Partner

By: \_\_\_\_\_  
Name: J. Scott Enright  
Title:

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity (capacities), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## SCHEDULE A

### TRADEMARKS AND TRADEMARK REGISTRATIONS

#### EMMIS RADIO CORPORATION

##### Trademark Registrations

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Q101 "THE SOLUTION" (stylized letters)	10/22/85	1,367,063
Q-101 (words only)	8/26/97	2,091,433
CD 101.9 Today's Cool Jazz	1/30/96	1,952,411
Double Your Salary	2/11/03	2,686,200
The Smoothest Place on Earth	5/26/98	2,160,476
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/05/82	1,211,859
St. Louis' Best Rock (words only)	12/28/82	1,222,068
Real Rock Radio (words only)	11/12/85	1,370,559
K-SHE-95 (words only)	7/9/85	1,348,574
KPWR (words only)	9/8/87	1,456,860

Power 106 FM (stylized letters)	5/12/87	1,439,522
KTAR 620	8/19/86	1,406,152
The First Name In News	4/1/97	2,049,291
The Mall	9/3/02	2,614,499
HOT 97	8/14/01	2,477,364
The 93.1 WNAP Raft Race <sup>1</sup>	1/12/99	2,217,491
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 and design	9/10/02	2,617,030
KTAR 620	8/19/86	1,406,152

Trademark Applications

Mark	Filing Date	Serial Number
THE ROCK	3/1/04	76/578,298
BIG PHAT RIDE	3/25/03	78/229,423
THE ROCK OF ST. LOUIS	3/1/04	76/578,297
ALTERNATRIP	1/8/04	78/349,281

<sup>1</sup> Owned by Emmis Indiana Radio LP.

**EMMIS INDIANA BROADCASTING, L.P.**

Trademark Registrations

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Download The Dough	7/2/02	2,587,902
WNOU	2/27/01	2,431,658
WYXB	12/25/01	2,522,356
97.1 WENS	10/24/95	1,929,945
WENS	11/14/95	1,935,348
WIBC	12/1/98	2,207,182
WTHI	11/05/96	2,013,974
Rate A Mate	4/8/03	2,704,100



**EMMIS PUBLISHING, L.P.**

Trademark Registrations

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Indianapolis Monthly (words only)	9/12/95	1,917,939
Atlanta (words only)	9/13/83	1,251,117
Atlanta (stylized letters)	9/13/83	1,251,118
Atlanta Magazine (words only)	7/31/62	735,488
Atlanta Magazine (words only)	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
Folkart Treasures	7/29/97	2,083,593
Folkart Treasures Country Marketplace	8/5/97	2,085,682
Country Marketplace	7/22/97	2,081,245
The Country Sampler Store	6/29/99	2,256,764
The Country Sampler Store (image)	7/6/99	2,259,026
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
Last Page	10/28/97	2,110,143
Texas Tour and Meeting Guide	9/9/97	2,094,074
Texas Bride	6/9/98	2,164,813
Planet Texas Design	2/9/99	2,222,976
Texas Tour Guide	4/13/99	2,239,972
Domain	1/21/86	1,379,148
Los Angeles (Stylized)	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	6/23/87	1,444,072
Los Angeles Direct	12/14/99	2,301,092
The Arbiter	11/2/99	2,290,745
LA to Z	11/30/99	2,297,159
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
The Civil War CD-ROM	8/4/98	2,178,242
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

Trademark Applications

<b>Mark</b>	<b>Filing Date</b>	<b>Serial Number</b>
Teen Atlanta	3/24/04	78/389,712
Cincinnati	2/20/04	78/371,457
E Emmis Books and Design	12/29/03	78/346,111
Texas Monthly How to be Texan	7/17/03	78/275,360
Texas Monthly Talks	6/23/03	78/266,009
The Atlanta Medical Guide	5/22/03	78/253,096
Texas Monthly Shops Houston	10/15/02	78/174,445
Texas Monthly Shops Dallas	10/15/02	78/174,440
Texas Monthly Dining Guide Houston	10/15/02	78/174,432
Buzz	10/14/02	78/174,212
Atlanta At Home	2/5/02	76/367,118
Atlanta Condo Collection	9/19/02	78/165,702
The Ultimate Intown Living Tour	9/25/02	78/167,659
Atlanta Condo Collection The Ultimate Intown Living Tour (design)	9/27/02	78/168,755

**EMMIS TELEVISION BROADCASTING, L.P.**

Trademark Registrations

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Hawaiian Moving Company	9/4/84	1,293,388
KHON-TV	1/19/88	1,473,537
WFTX-TV	11/05/96	2,013,973
Clear, Accurate and To The Point	10/1/02	2,629,458

**SJL OF KANSAS CORP.**

Trademark Registrations

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
KSN	5/15/84	1,278,336

**EMMIS OPERATING COMPANY**

Trademark Applications

<b>Mark</b>	<b>Filing Date</b>	<b>Serial Number</b>
Great Media, Great People, Great Service	2/14/03	78/215,073

Trademark Registrations

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
E Emmis Broadcasting (words & design)	8/18/98	2,182,748
E Emmis Communications (words & design)	6/8/99	2,251,655
E Emmis Communications and Design	8/18/98	2,182,747
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
Scratch N' Surf 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

**TRADEMARK AND SERVICE MARK LICENSES**

**EMMIS RADIO CORPORATION AS LICENSOR**

<b>Mark</b>	<b>State/ Federal</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Licensee</b>	<b>Title of Agreement</b>	<b>Date of Agreement</b>
Hot 97	Federal	2,477,364	8/14/01	South Central Communications Corp (for use in Evansville, Indiana/Owensboro, Kentucky)	License Agreement	3/6/03
Hot 97	Federal	2,477,364	8/14/01	American General Media Corp. (for use in Bakersfield, California)	License Agreement	7/2/01
Hot 97	Federal	2,477,364	8/14/01	Infinity Radio Inc. (for use in Hartford/New Britain, Connecticut)	License Agreement	9/30/01

**TRADEMARK AND SERVICE MARK LICENSES**

**EMMIS RADIO CORPORATION AS LICENSEE**

<b>Mark</b>	<b>State/Federal</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Licensor</b>	<b>Title of Agreement</b>	<b>Date of Agreement</b>
Red Radio	Federal	78/217,626	2/21/03	Infinity Broadcasting Corporation (for use in St. Louis, Missouri)	License Agreement	1/20/04
Red Radio	Federal	78/217,628	2/21/03	Infinity Broadcasting Corporation (for use in St. Louis, Missouri)	License Agreement	1/20/04



**TRADEMARK**  
**REEL: 003652 FRAME: 0481**

## 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 KKL(TFM), 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 KAIH-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 WBPB(TV) set forth on Schedule 1.1(a) of the LIN 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.

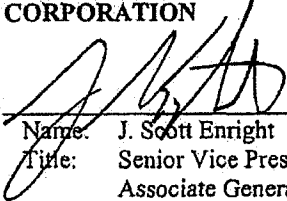
**§11. Miscellaneous.** This Amendment shall for all purposes be construed in accordance with and governed by the laws of the State of New York. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof. This Amendment shall be binding upon the Obligor 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: 003652 FRAME: 0489**

**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 Omnibus Amendment)

BUSDOCS/1589866

**TRADEMARK  
REEL: 003652 FRAME: 0490**

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

(Signature Page to Omnibus Amendment)

BUSDOCS/1599866

**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**

<b>Mark</b>	<b>Filing Date</b>	<b>Application Number</b>
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**

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
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**

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
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

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
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

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
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

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
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

<b>Mark</b>	<b>Filing Date</b>	<b>Application Number</b>
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

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
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

**TRADEMARK**  
**REEL: 003652 FRAME: 0502**

**JOINDER AND  
ACCESSION AGREEMENT**

This Joinder and Accession Agreement (this "Joinder Agreement"), dated as of October 19, 2007, is executed and delivered by (a) Orange Coast Kommunications, Inc., a Delaware corporation (the "New Subsidiary"), pursuant to §9.15 of that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of November 2, 2006 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among Emmis Communications Corporation, an Indiana corporation (the "Parent"), Emmis Operating Company, an Indiana corporation (the "Borrower"), Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") for itself and the other lending institutions (the "Lenders") from time to time party thereto, the Lenders, Deutsche Bank Trust Company Americas, as syndication agent (the "Syndication Agent"), and General Electric Capital Corporation, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch and Sun Trust Bank, as co-documentation agents (the "Co-Documentation Agents"), and (b) the Parent, the Borrower and each of the Subsidiaries of the Parent and Borrower (other than the New Subsidiary) identified on the signature pages hereto. All capitalized terms used in this Joinder Agreement and not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

**§1. Joinder to Guaranty.** The New Subsidiary, jointly and severally with the Parent and the other Subsidiaries of the Borrower party thereto, hereby agrees to become a guarantor of the full and punctual payment when due (whether at stated maturity, by required pre-payment, by acceleration or otherwise), as well as the performance, of all the Guaranteed Obligations (as defined in the Guaranty) and, by executing and delivering this Joinder Agreement, does hereby join and become a party to the Guaranty as a Guarantor (as defined in the Guaranty) thereunder, assuming all of the obligations and liabilities of a Guarantor thereunder, including without limitation, guaranteeing all Guaranteed Obligations arising or incurred on and after the Funding Date. The New Subsidiary hereby agrees to comply with, and be bound by, all of the terms and conditions of the Guaranty in all respects as an original Guarantor thereunder, as if the New Subsidiary were an original signatory thereto.

**§2. Joinder to Security Agreement.** The New Subsidiary is hereby added as a party to the Security Agreement as an Assignor (as defined in the Security Agreement), and agrees to be bound by all of its terms and conditions, in all respects as if the New Subsidiary was an original signatory thereto and hereby unconditionally, and jointly and severally with the Borrower and the other Subsidiaries of the Borrower party thereto, grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the following properties, assets and rights of the New Subsidiary, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof:

All personal and fixture property of every kind and nature including without limitation all furniture, fixtures, equipment (including all broadcast towers and all other broadcast equipment of every description and accessions thereto), raw materials, goods (including inventory and any accessions thereto), accounts (including health care insurance receivables), contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, commercial tort claims, chattel paper (whether tangible or electronic), documents (including, if applicable, electronic documents), instruments (including promissory notes), securities and other investment property, supporting obligations, deposit accounts, letter of credit rights (whether or not such letter of credit is evidenced by a writing) and all general intangibles including, without limitation, all payment intangibles, tax refund claims, license fees, patents, patent applications,

trademarks, trademark applications, trade names, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature (including, to the maximum extent permitted by applicable law, all FCC Licenses and all other applicable federal or state licenses, permits, authorizations and consents for the operation of any Stations, and all renewals and extensions thereof) pursuant to which such Assignor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of such Assignor, the proceeds from any sale or transfer of any Station's FCC Licenses or such other applicable federal or state licenses, permits, authorizations and consents, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.

**§3. Joinder to Pledge Agreement.** The New Subsidiary is hereby added as a party to the Pledge Agreement as a Pledgor (as defined in the Pledge Agreement) and for purposes of acknowledging the Pledge Agreement, as a pledged Subsidiary, and agrees to be bound by all of its terms and conditions, in all respects as if the New Subsidiary was an original signatory thereto and hereby pledges, assigns, and grants a security interest in, and delivers to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, to secure the payment and performance in full of all of the Obligations (a) all of the Stock (as defined in the Pledge Agreement) whether now owned or hereafter acquired, and (b) all of its right, title and interest, whether now existing or hereafter arising, in each Partnership and LLC (as such terms are defined in the Pledge Agreement) in which the New Subsidiary is a partner or member, respectively, and all of its rights to receive any distributins or payments, whether in cash, property or otherwise, at any time owing or payable to New Subsidiary on account of its interest as a partner or member, as the case may be, in any Partnership or LLC, or in the nature of a management, investment banking or other fee paid or payable by the Partnership or LLC, as the case may be, to New Subsidiary, and (c) all of the other Collateral (as defined in the Pledge Agreement), and (d) all proceeds and products of any of the foregoing. Each of the Subsidiaries whose Stock, Partnership Interests or Membership Interests have been pledged by the New Subsidiary pursuant to the terms of this Joinder Agreement and the Pledge Agreement hereby agrees to be bound by the applicable provisions of the Pledge Agreement, in all respects as if such Subsidiary was an original signatory thereto.

**§4. Supplement to Credit Agreement.** Each of the signatories hereto acknowledges and agrees that, as of the Effective Date (as hereinafter defined), the Credit Agreement is amended by deleting Schedule 8.19 thereto and substituting in lieu thereof Schedule 8.19 hereto. Each of the signatories hereto represents and warrants that neither Schedule 8.3(b) nor Schedule 8.21 are required to be updated after giving effect to the acquisition of New Subsidiary.

**§5. Joinder to Trademark Agreement.** The New Subsidiary is hereby added as a party to the Trademark Agreement, and agrees to be bound by all of its terms and conditions, in all respects as if the New Subsidiary was an original signatory thereto as a Grantor (as defined in the Trademark Agreement) and hereby unconditionally, and jointly and severally with the other Grantors party thereto, grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, as collateral security for the payment and performance in full of all of the Obligations, a continuing security interest in and first priority lien on the Pledged Trademarks (as defined in the Trademark Agreement), and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Lenders and the Administrative Agent. In addition, the New Subsidiary has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 to the Trademark Agreement.



Attached hereto as Exhibit A is a supplement to Schedule A to the Trademark Agreement which sets forth the Trademark Registrations and Trademarks of New Subsidiary and which, pursuant to Section 5.2 of the Trademark Agreement, supplements Schedule A thereto.

**§6. Joinder to Copyright Mortgage.** The New Subsidiary is hereby added as a party to the Copyright Mortgage, and agrees to be bound by all of its terms and conditions, in all respects as if the New Subsidiary was an original signatory thereto as a Grantor (as defined in the Copyright Mortgage) and hereby unconditionally, and jointly and severally with the other Grantors party thereto, grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, as collateral security for the payment and performance in full of all of the Obligations, a continuing security interest in and first priority lien on (a) the registered copyrights of the New Subsidiary in the United States and all other rights in and to United States registered copyrighted works, including those identified on Exhibit A attached thereto, (b) all other copyrights (whether statutory or common law) and all other rights in and to all other copyrighted or copyrightable works of the New Subsidiary throughout the world, now or hereafter existing or now owned or hereafter acquired, whether or not identified by a title and/or United States Copyright Office registration number, whether or not identified on Exhibit A attached thereto, and whether or not registered with the United States Copyright Office, (c) all applications for registration of any of the foregoing, whether pending or in preparation, (d) all proceeds from the sale, exchange, license, lease or other transfer or disposition or collection of any of the foregoing (in whole or in part) or of any right or interest therein, and all proceeds or other value received and attributable (in whole or in part) to the ownership, possession or use of any of the foregoing (including without limitation any amounts recovered or recoverable on account of any infringement or misappropriation thereof), and (e) the right to sue for past, present and future infringements of any of the foregoing.

Attached hereto as Exhibit B is a supplement to Exhibit A to the Copyright Mortgage which sets forth the registered copyrights, all as required by the Copyright Mortgage, and which, pursuant to the Copyright Mortgage, supplements Exhibit A thereto.

**§7. Effectiveness.** This Joinder Agreement shall have an effective date of July 25, 2007. The Administrative Agent shall have received on or before the date first written above, facsimile copies of original counterparts (to be followed promptly by original counterparts) or original counterparts of this Joinder Agreement, duly authorized, executed and delivered by the New Subsidiary and the other parties hereto, and the satisfaction of each of the following conditions:

(a) Certified Copies of Governing Documents. The Administrative Agent shall have received from the New Subsidiary a certificate as to the legal existence and good standing of such Person from the Secretary of State of the State of Delaware, dated as of a recent date. The Administrative Agent also shall have received from the New Subsidiary a certificate of its secretary or other duly authorized officer certifying the following attachments thereto: (i) its articles of incorporation as amended to date, certified as of a recent date by the Secretary of State of the State of Delaware, (ii) a true and correct copy of its by laws or equivalent company document, including all amendments thereto, and (iii) a true and correct copy of the resolutions of its board of directors authorizing the execution and delivery of this Joinder Agreement and all related documents. Such certificate shall also give the name and bear a specimen signature of each individual who shall be authorized to sign this Joinder Agreement and related documents on behalf of the New Subsidiary. The Administrative Agent shall have also received a certificate of the Secretary of State in each jurisdiction where the New Subsidiary is required to be qualified to do business (except where the failure to be so qualified would not have a Material Adverse Effect) as to such Person's qualification to do business in such jurisdiction.

(b) Perfection Certificate and UCC Search Results. The Administrative Agent shall have received from the New Subsidiary a completed and fully executed Perfection Certificate (as defined in the Security Agreement) and the results of UCC searches with respect to the Collateral, indicating no liens other than Permitted Liens and otherwise in form and substance satisfactory to the Administrative Agent.

(c) Insurance. The Administrative Agent shall have received certificates of insurance outlining insurance coverage, including policy limits and deductibles, for the New Subsidiary in accordance with the terms of the Security Agreement.

(d) Legal Opinion. The Administrative Agent shall have received an opinion from counsel to the Borrower and its Subsidiaries, including the New Subsidiary, as to the due authorization and enforceability of this Joinder Agreement and each of the other Loan Documents to which the New Subsidiary has become a party pursuant to the terms of this Joinder Agreement, the due organization, legal existence, and good standing of the New Subsidiary and all other matters as the Administrative Agent may reasonably request.

(e) UCC-1 Financing Statement. The Administrative Agent shall have received UCC-1 financing statements in respect of the New Subsidiary in form and substance satisfactory to the Administrative Agent.

(f) Updated Schedules and Exhibits. The Administrative Agent shall have received (i) an updated Schedule 8.19 to the Credit Agreement setting forth a current list of Subsidiaries of the Parent after giving effect to the creation of the New Subsidiary, and (ii) an assignment of federally registered trademarks in substantially the form of Exhibit 1 to the Trademark Agreement, duly executed in bank by the New Subsidiary.

**§8. Representations and Covenants.** The New Subsidiary hereby represents and warrants to the Administrative Agent and each of the Lenders that its exact legal name, type of organization, jurisdiction in which it was organized, its organization identification number (or if none, than it so states), and its place of business or, if more than one, its chief executive office, are accurately set forth in the Perfection Certificate to which such Person is a party delivered to the Administrative Agent pursuant to §7(b) hereof. The New Subsidiary will not change any of the foregoing in any manner, without providing at least thirty (30) days' prior written notice to the Administrative Agent.

**§9. Governing Law, Consent to Jurisdiction.** THIS JOINDER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OR CHOICE OF LAW PROVISIONS). Each of New Subsidiary, the Parent, the Borrower and the other Guarantors hereto agrees that any suit for the enforcement of this Joinder Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consent to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Person by mail at the address specified in §18.6 of the Credit Agreement. Each of New Subsidiary, the Parent, the Borrower and the other Guarantors hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient forum.

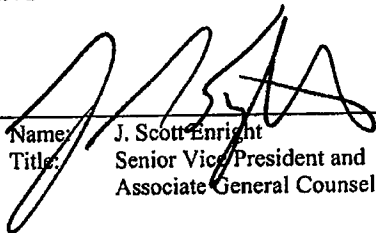
**§10. Miscellaneous.** Each of the undersigned agrees that this Joinder Agreement shall be deemed to be, and is hereby made a part of the applicable Security Documents as if set forth therein in full. This Joinder Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder Agreement to be duly executed and delivered by its duly authorized signatory on the date first hereinabove written.

New Subsidiary:

ORANGE COAST KOMMUNICATIONS, INC.

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

STATE OF INDIANA )  
 ) ss.  
COUNTY OF MARION )

On October 19, 2007, before me personally appeared J. Scott Enright, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Eleanor Hines  
Name:

Notary Public, State of Indiana

My commission expires: Sept 5, 2010



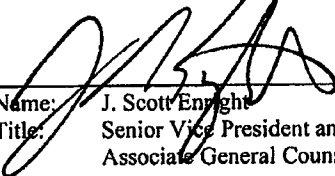
Eleanor Hines  
Res. of Marion County  
Comm. Exp. 9/5/2010

**Acknowledgment**

Each of the undersigned hereby (a) acknowledges and consents to the foregoing Joinder Agreement and New Subsidiaries's execution thereof; (b) ratifies and confirms all of their respective obligations and liabilities under the Guaranty, the Security Agreement, the Pledge Agreement, the Trademark Agreement, the Copyright Mortgage, the Omnibus Amendment and Reaffirmation Agreement and all other Loan Documents to which any of them is a party and ratifies and confirms that such obligations and liabilities extend to and continue in effect with respect to, and continue to guarantee and secure, as applicable, the Obligations of the Borrower under the Credit Agreement; and (c) acknowledge and confirm that the liens and security interests granted pursuant to the Loan Documents are and continue to be valid and perfected first priority liens and security interests (subject only to Permitted Liens) that secure all of the Obligations on and after the date hereof.

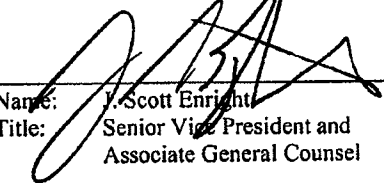
**Parent:**

**EMMIS COMMUNICATIONS CORPORATION**

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

**Borrower:**

**EMMIS OPERATING COMPANY**

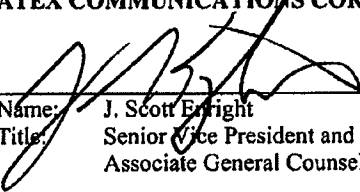
By:   
Name: J. Scott Enright  
Title: Senior Vice President and  
Associate General Counsel

Acknowledgement to Joinder Agreement

**Subsidiaries:**

**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

**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: 

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

Signature Page to Joinder Agreement

OCT 19, 2007 14:42

Paul Weiss

Page 2

Page 2

OCT 19, 2007 14:54 Emmis Legal Department (317) 843-1729

**TRADEMARK  
REEL: 003652 FRAME: 0512**



Schedule 8.19

Subsidiaries

<u>Subsidiary</u>	<u>Jurisdiction of Incorporation</u>	<u>Principal Place of Business</u>
1. Emmis Operating Company	Indiana	Indianapolis, IN
2. Emmis International Broadcasting Corporation	California	Indianapolis, IN
3. Emmis License Corporation of New York	California	Burbank, CA
4. Emmis Meadowlands Corporation	Indiana	Indianapolis, IN
5. Emmis Publishing Corporation	Indiana	Indianapolis, IN
6. Emmis Radio License Corporation of New York	California	Burbank, CA
7. Los Angeles Magazine Holding Company, Inc.	Indiana	Indianapolis, IN
8. Mediatex Communications Corporation	Indiana	Indianapolis, IN
9. Emmis Indiana Broadcasting, L.P.	Indiana	Indianapolis, IN
10. Emmis Television Broadcasting, L.P.	Indiana	Indianapolis, IN
11. Emmis Publishing, L.P.	Indiana	Indianapolis, IN
12. Emmis Radio, LLC	Indiana	Indianapolis, IN
13. Emmis Radio License, LLC	Indiana	Indianapolis, IN
14. Emmis Television License, LLC	Indiana	Indianapolis, IN
15. Orange Coast Kommunications, Inc.	Delaware	Indianapolis, IN

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EXHIBIT A

Please see attached.

**SCHEDULE A**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

**ORANGE COAST KOMMUNICATIONS, INC.**

*Trademark Registrations*

Mark	Registration Date	Registration Number
ORANGE COAST	3/27/07	3,222,330

*Trademark Applications*

Mark	Filing Date	Application Number
OC CHEFS RECIPES	7/25/07	77-040027

EXHIBIT B

Please see attached.

**EXHIBIT A**

**COPYRIGHTS**

**ORANGE COAST KOMMUNICATIONS, INC.**

*None*