

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXBT, LLC		11/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation		
Street Address:	One CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2310183	BACKTRAX U.S.A.	
Registration Number:	2330512	BACKTRAX	
Registration Number:	1781819	BACKTRAX U.S.A.	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.239.0100		
Email:	bcampbell@eapdlaw.com		
Correspondent Name:	Brenda S. Campbell, Paralegal		
Address Line 1:	111 Huntington Ave		
Address Line 2:	Edwards Angell Palmer & Dodge LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	23666/0222		
NAME OF SUBMITTER:	Brenda S. Campbell, Paralegal		

CH \$90.00 2310183

Signature:

/Brenda S. Campbell/

Date:

11/28/2007

Total Attachments: 5

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**TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of November 1, 2007, by **EXBT, LLC**, a Delaware limited liability company ("Debtor"), to and with **CIT LENDING SERVICES CORPORATION**, a Delaware corporation, as **Administrative Agent** (in such capacity, together with its successors and assigns in such capacity, "Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Secured Parties under, or as defined in, the General Security Agreement referred to below ("Secured Parties").

RECITALS

A. Debtor is a guarantor under the terms of, or in respect to Obligations described in, that certain Credit and Guaranty Agreement of even date herewith (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Excelsior Radio Networks, LLC (the "Borrower"), the Lenders party thereto from time to time (the "Lenders"), TD Securities (USA) LLC, as Syndication Agent, Union Bank of California, N.A., as Co-Documentation Agent, LaSalle Bank National Association, as Co-Documentation Agent and the Administrative Agent.

B. Debtor has executed and delivered to Administrative Agent a certain Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between Administrative Agent, on behalf of the Secured Parties, Debtor, the Borrower, Dial Communications Global Media, LLC, a Delaware limited liability company, Radio Data Group, LLC, a Delaware limited liability company, ExRadio Interactive, LLC, a Delaware limited liability company, and RDG Excelsior Holdings, LLC, a Delaware limited liability company.

C. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Administrative Agent, on behalf of Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Credit Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Credit Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. **Security Interest.** As security for the Obligations (as defined in the Credit Agreement), Debtor hereby grants to Administrative Agent for itself and for the benefit of Secured Parties, a continuing security interest in and lien on all of such Debtor's right title and

interest, whether now existing or hereafter arising or acquired, in and to the Trademarks (as defined in the General Security Agreement), including but not limited to the registered Trademarks listed on Exhibit A attached hereto (the "Collateral"). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

3. **Incorporation by Reference.** Debtor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the Collateral are more fully set forth in the General Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

EXBT, LLC

By: 

Name: Hiram M. Linder

Title: CEO of Excelsior Radio Networks, LLC, its member

**CIT LENDING SERVICES
CORPORATION, as Administrative
Agent**

By: _____

Print Name: _____

Title: _____

[CIT/Excelsior/Trademark Security Agreement (EXBT)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

EXBT, LLC

By: _____
Name:
Title:

**CIT LENDING SERVICES
CORPORATION,
as Administrative Agent**

By: *Anthony Holland*
Anthony Holland
Vice President

[CIT/Excelsior/Trademark Security Agreement (EXBT)]

EXHIBIT A

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Backtrax U.S.A.	75244814	2/20/1997	2310183	1/25/2000
Backtrax	75244815	2/20/1997	2330512	3/21/2000
Backtrax U.S.A.	74298651	7/28/1992	1781819	7/13/1993