

**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
Excelsior Radio Networks, 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: 11**

Property Type	Number	Word Mark
Serial Number:	78685342	SAM SIMPLY ABOUT MUSIC
Serial Number:	78685348	SAM SIMPLY ABOUT MUSIC
Serial Number:	76578538	THE DAILY BULLSHEET
Registration Number:	2509156	RICK JACKSON'S COUNTRY HALL OF FAME
Registration Number:	3091894	COUNTRY KICKERS
Registration Number:	3069737	X RADIO NETWORKS
Registration Number:	3069736	X PREP GOLD
Registration Number:	3067089	URBAN FUN FACTORY
Registration Number:	3067088	XPREP
Registration Number:	3025165	GOSPEL TRAXX
Registration Number:	2476075	THE DAILY BULLSHEET

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420

**900092895**

**TRADEMARK  
 REEL: 003668 FRAME: 0295**

**CH \$290.00 78685342**

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

Phone: 617.239.0100  
Email: bcampbell@eapdlaw.com  
Correspondent Name: Brenda S. Campbell, Paralegal  
Address Line 1: 111 Huntington Avenue  
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
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 **EXCELSIOR RADIO NETWORKS, 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, "Administrative 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 borrower 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 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, Dial Communications Global Media, LLC, a Delaware limited liability company, EXBT, LLC, a Delaware limited liability company, ExRadio Interactive, LLC, a Delaware limited liability company, RDG Excelsior Holdings, LLC, a Delaware limited liability company, and Radio Data Group, LLC, a Virginia 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.

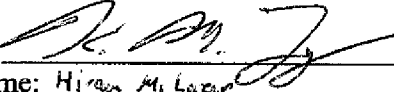
3. **Incorporation by Reference.** Debtor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the Collateral are more fully set forth in the General Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully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

**EXCELSIOR RADIO NETWORKS, LLC**

By:   
Name: Hiram M. Lucas  
Title: CFO

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[CIT/Excelsior/Trademark Security Agreement (Borrower)]**

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.

**EXCELSIOR RADIO NETWORKS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

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

By: *Anthony Holland*  
Anthony Holland  
Vice President

**{CIT/Excelsior/Trademark Security Agreement (Borrower)}**

**EXHIBIT A**

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Sam Simply About Music	78685342	8/4/2005	Pending	Pending
Sam Simply About Music	78685348	8/4/2005	Pending	Pending
The Daily Bullsheet	76578538	3/1/2004	Pending	Pending
Rick Jackson's Country Hall of Fame	76032256	4/24/2000	2509156	11/20/2001
Country Kickers	76578541	3/1/2004	3091894	5/16/2006
X Radio Networks	76578543	3/1/2004	3069737	3/21/2006
X Prep Gold	76578539	3/1/2004	3069736	3/21/2006
Urban Fun Factory	76578542	3/1/2004	3067089	3/14/2006
XPrep	76578540	3/1/2004	3067088	3/14/2006
Gospel Traxx	76559990	10/28/2003	3025165	12/13/2005
The Daily Bullsheet	75417381	12/31/1997	2476075	8/7/2001