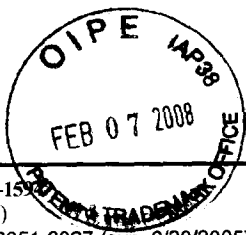


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(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Take on the Day, LLC  
Laura Schlessinger, Ph.D.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State Delaware  
☒ Other CA Limited Liability Company  
Individual

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: 19 December 2007

2. Name and address of receiving party(ies)

Name: Premiere Radio Networks, Inc.

Internal

Address:

Street Address: 15620 Ventura Blvd., 5th Floor

City: Sherman Oaks State: CA Zip: 91403

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State Delaware  
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) none

B. Trademark Registration No.(s) 2113427

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Caulfield

Internal Address:

Stroock & Stroock & Lavan LLP

Street Address: 2029 Century Park East

City: Los Angeles State: CA Zip: 90067-3086

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Mitchell L. Garrett

Name of Person Signing

Mitchell L. Garrett  
Signature

7 February 2008

Date

Total number of pages including cover sheet, attachments, and document:

8

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

# TRADEMARKS

| <u>Mark</u>                              | <u>Registration No.</u> | <u>Registration Date</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|--|-------------------------|--------------------------|-------------------|--------------------|
| 1. Take on the Day<br>the Dr. Laura Show | 2,113,427               | 11/18/1997               | 75/052,335        | 02/02/1996         |

**SHORT FORM MORTGAGE OF RIGHTS,  
INCLUDING TRADEMARK AND COPYRIGHT**

This Short Form Mortgage of Rights, Including Trademark And Copyright (the "Mortgage") is executed pursuant to that certain Agreement, dated as of December 19, 2007 (the "Agreement"), by and among Premiere Radio Network, Inc., a Delaware corporation ("Secured Party"), Take On The Day, LLC, a California limited liability company ("Lender"), and Laura Schlessinger, Ph.D. ("Artist"), and with respect to a security interest being granted by Lender and Artist to Secured Party in connection with the syndicated radio program entitled "The Dr. Laura Show" (the "Live Show") and the syndicated mini-feature entitled "The Dr. Laura Moment" (the "Moment"). The Live Show and the Moment are collectively referred to herein as the "Programs". Lender and Artist are collectively referred to herein as "Debtor". All terms initially capitalized and not expressly defined herein shall have the meaning set forth in the Agreement.

**MORTGAGE OF RIGHTS, INCLUDING TRADEMARK AND COPYRIGHT:** As security for the performance of Debtor's obligations pursuant to and in connection with the Agreement and to induce Secured Party to enter into the Agreement, and in order to secure all of the Secured Party's rights under the Agreement, Debtor hereby grants and assigns to Secured Party for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a first position, first priority continuing security interest in, copyright mortgage on, and trademark mortgage on all of Debtor's now existing or hereafter arising right, title and interest in and to the Collateral (as defined in Schedule "A" attached hereto) to the extent such Collateral is now owned or hereafter acquired or created by Debtor or Debtor's employees, in order to secure the "Secured Obligations" (as defined below).

The foregoing security interest is a continuing first position, first priority security interest granted to secure, in addition to the items specified in the Agreement, the performance by Debtor of all its covenants, agreements, obligations, representations and warranties under and pursuant to the Agreement and this Mortgage (collectively, "Secured Obligations"). With respect to the foregoing, upon breach or default by Debtor in connection with any Secured Obligations, Secured Party and its successors and assigns shall have all rights and remedies available to Secured Party by contract, at law, in equity or otherwise, together with all of the rights, powers and privileges of a secured party under the Uniform Commercial Code, and all other similar applicable laws elsewhere throughout the territory of the United States, the United States Copyright Act and all other applicable laws elsewhere throughout the world in force from time to time.

Debtor hereby agrees to execute or cause to be executed such further documents, instruments and mortgages consistent with the Agreement and this Mortgage as Secured Party may reasonably request in order to evidence or effectuate the terms of any of the foregoing documents. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact with the full right and authority to execute and deliver any such documents, instruments and agreements that Debtor fails to execute and deliver to Secured Party within five (5) days of Secured Party's request therefor. The foregoing appointment is coupled with an interest and shall be irrevocable.

Debtor hereby authorizes Secured Party to file all financing statements as and where Secured Party deems appropriate in order to effectuate and further evidence this security interest.

Secured Party shall have the right to assign this Mortgage, in whole or in part, in connection with any assignment of the Agreement. Debtor agrees and acknowledges that Debtor may not assign this Mortgage or any of Debtor's rights or obligations hereunder under any circumstances without the prior written consent of Secured Party, and that any such purported assignment shall be null and void ab initio and of no effect whatsoever

All notices and documents desired or required to be given to either party hereunder must be in writing and shall be deemed given when personally delivered or three (3) days after having been mailed by certified mail, postage prepaid, return receipt requested, addressed as follows or to such other address as either party shall designate to the other in writing:

If to Secured Party:

with a copy to:

Premiere Radio Networks, Inc.  
15260 Ventura Boulevard, 5th Floor  
Sherman Oaks, California 91403  
Attn: President  
and separately: Attn: Chief Financial  
Officer  
Telephone: (818) 377-5300  
Facsimile: (818) 377-5333

Clear Channel Communications, Inc.  
200 Base Road  
San Antonio, Texas 78209  
Attn: Corporate Counsel  
Telephone: (210) 822-2828  
Facsimile: (210) 822-2299

and with a copy to:

Stroock & Stroock & Lavan LLP  
2029 Century Park East, Suite 1800  
Los Angeles, California 90067-3086  
Attention: Matthew C. Thompson, Esq.  
Telephone: (310) 556-5944  
Facsimile: (310) 556-5959

If to Debtor:

With a copy to:

Take On The Day, Inc.  
407 West 41st Street  
New York, New York 10036  
Attention: Geoff Rich  
Telephone: (212) 239-2988 x306  
Facsimile: (212) 239-0971

Manatt Phelps & Phillips  
11355 West Olympic Boulevard  
Los Angeles, California 90064-1614  
Attn: Gerald A. Margolis, Esq.  
Telephone: (310) 312-4147  
Facsimile: (310) 996-6940

This Mortgage, the Schedule "A" attached hereto and incorporated herein by this reference, the Agreement and any attachment or exhibit attached thereto constitute the parties' entire agreement with respect to the subject matter hereof. In the event of any inconsistency between the provisions of this Mortgage and the Agreement or any attachment or exhibit thereto, the provisions of the Agreement or any attachment or exhibit thereto shall prevail. This Mortgage may not be amended, altered or modified except by a writing executed by Debtor and Secured Party.

Any provisions of this Mortgage or the Agreement which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this Mortgage or the Agreement.

Debtor acknowledges that the terms of this Mortgage have been fully explained to Debtor and that Debtor understands the nature and extent of Debtor's rights and obligations under this Mortgage and Debtor has had this Mortgage reviewed by counsel of Debtor's choice.

IN WITNESS WHEREOF, the undersigned has executed this Mortgage to be effective as of December 19, 2007.

**DEBTOR:**

TAKE ON THE DAY, LLC,  
a California limited liability company

By: 

Name: Geoffrey Ryt

Its: President

  
LAURA SCHLESSINGER Ph.D., an  
individual

## SCHEDULE 'A'

### "COLLATERAL" DEFINED

"Collateral" means all of Debtor's right, title and interest in and to all of Lender's and Artist's agreements with affiliates, the Programs, the Names, the Additional Property Rights, the Intellectual Property Rights, the New Intellectual Property Rights, the Program Website, the Name and Likeness Rights, the Marks and the Copyrights, together with all ancillary and other uses set forth in the Agreement and all Contracts, Proceeds and Receivables with respect to the forgoing, whether now owned or existing or hereafter acquired or arising, as more fully described below:

(i) "Additional Property Rights" mean all Program music, music production packages, music signatures and jingles, all stories contained in the shows, all toll-free numbers used in connection with the Program, the Domain Name and all content now or hereafter existing on the Program Website.

(ii) "Agreement" means that certain Agreement, dated as of December 19, 2007, by and among Secured Party, Lender and Artist, for, among other things, the services of Artist.

(iii) "Artist" means Laura Schlessinger, Ph.D.

(iv) "Asset Purchase Agreement" means that certain Asset Purchase Agreement dated as of September 1, 1997 by and among Multiverse Acquisitions Corp., Secured Party, Multiverse Networks, LLC, Synergy Investments Enterprises, LLC, Shanahan Broadcasting, Inc., Worldstar, Inc., John M. Shanahan, Shanahan Broadcasting Investment Services Inc., SBI, Erinfree, Inc., Kenneth Williams, and David Landau.

(v) "Contracts" mean all rights (but not obligations) of Debtor of every kind or nature, present and future, in and to all agreements relating to the Collateral.

(vi) "Copyrights" mean all common law and statutory copyrights and all other rights of any kind or nature, domestic and foreign, whether now existing or hereafter arising, together with all renewal and extension rights in connection therewith, and the right to sue for any infringement thereof, with respect to the Collateral.

(vii) "Debtor" means Lender and Artist.

(viii) "Domain Name" means "www.drllaura.com" or any other domain name now or hereafter utilized in connection with the Program.

(ix) "Intellectual Property Rights" has the meaning set forth in the Asset Purchase Agreement.

(x) "Lender" means Take On The Day, LLC, a California limited liability company.

(xi) "Lender and Artist's Interest in the New Shows" mean all of Debtor's now existing or hereafter arising right, title and interest in and to each segment of the Programs created on and after January 1, 2005 through the Term of the Agreement, including the copyright and all extensions and renewals thereof.

(xii) "Lender and Artist's Interest in the Other Intellectual Property Rights" mean all of Debtor's now existing or hereafter arising right, title and interest in and to all other intellectual property rights created by Debtor or Debtor's employees, independent contractors or agents, including under copyright (including extensions and renewals thereof), trademark, tradename, and patent and all similar and dissimilar intellectual property rights.

(xiii) "Live Show" means one (1) live program by Artist, Monday through Friday, produced by Lender as further defined in the Agreement.

(xiv) "Marks" mean (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, designs and general intangibles of like nature (whether registered or nonregistered), now owned or existing or hereafter adopted or acquired and now or hereafter utilized by Lender or Artist or their respective predecessors, successors or assigns in connection with the Program or the Program Content and in connection with the Intellectual Property Rights, the New Intellectual Property Rights, and the Name, together with all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

(xv) "Moment" means at least five (5) segments per week by Artist of a pre-produced mini-feature currently titled "The Dr. Laura Moment" produced by Lender as further defined in the Agreement.

(xvi) "Names" means "The Dr. Laura Show," "The Dr. Laura Moment" and all similar or dissimilar names now or hereafter used in connection with the Programs, the Additional Property Rights, the Intellectual Property Rights, or the New Intellectual Property Rights whether or not utilizing the name Laura Schlessinger, Dr. Laura Schlessinger or Dr. Laura.

(xvii) "Name and Likeness Rights" means the right to use and license others to use the Name, Artist's name, professional name, recorded voice, likeness and biographical material for advertising, promotion and publicity purposes in connection with the Program or as otherwise authorized in the Agreement.

(xviii) "New Intellectual Property Rights" mean the Intellectual Property Rights, including the Programs created during the Term of Agreement, the other intellectual property rights created by Debtor or Debtor's employees, independent contractors or agents, including under copyright (and all extensions and renewals thereof), trademark, tradename, and patent and all similar and dissimilar intellectual property rights during the Term of the Agreement, Lender and Artist's Interest in the New Shows, and Lender and Artist's Interest in the Other Intellectual Property Rights.

(xix) "Proceeds" mean all proceeds, products and substitutions of any of the Collateral including, but not limited to all monies, instruments, securities, accounts, deposit accounts, profits or increase, general intangibles, including refunds, licensing or rental income, insurance proceeds, subsidies, tax credits, any property received upon distribution, exhibition, sale, license, exploitation or other use or disposition of the Collateral, all documents, instruments and chattel paper.

(xx) "Programs" mean the Live Show and the Moment.

(xxi) "Program Content" means the titles and content of the Programs and each and every format, idea, theme, script, and characteristic element and incident thereof including with respect to all of the Services (as defined in the Agreement) and with respect to all of the materials created or developed by Debtor pursuant to the Agreement (whether by Debtor acting alone or in conjunction with other persons).

(xxii) "Program Website" means the Program's website currently located at [www.drlaura.com](http://www.drlaura.com) and any successor websites.

(xxiii) "Receivables" mean all rent, revenue income, compensation, products, increases and profits or other property obtained or hereafter obtained by Debtor whether now known or hereafter derived from the production, resale, sale, distribution, subdistribution, lease, sublease, marketing, licensing, sublicensing, exhibition, broadcast, transmission, reproduction, publication, ownership, exploitation or other uses or disposition of the Collateral.

(xxiv) "Secured Party" means Premiere Radio Networks, Inc., a Delaware corporation.