

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shamrock Holdings, Inc.		03/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Newport Television LLC		
Street Address:	8415 E. 21st Street, N. Suite 120		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67206		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1482715	KTAB	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-310-8055		
Email:	trademark@weil.com		
Correspondent Name:	Barbara Vining		
Address Line 1:	Weil, Gotshal & Manges LLP, 767 5th Ave		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	68500-0107		
NAME OF SUBMITTER:	Barbara Vining		
Signature:	/Barbara Vining/		
Date:	03/18/2008		

CH \$40.00 1482715

Total Attachments: 13

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PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (this "Assignment"), dated as of March 14, 2008, is made and delivered by and among Newport Television LLC, a Delaware limited liability company formerly known as TV Acquisition LLC, a Delaware limited liability company ("Assignee"), and each of the companies set forth on the signature pages hereto (each, an "Assignor" and, collectively, the "Assignors") pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of April 20, 2007 (the "Purchase Agreement"), by and among Assignee, the Assignors and Clear Channel Broadcasting, Inc., a Nevada corporation. Capitalized terms not otherwise defined in this Assignment will have the meanings given to such terms in the Purchase Agreement.

WHEREAS, one of the Assignors is the owner of the United States patent shown on the attached **Schedule A** (the "Patent"); and

WHEREAS, one or more of the Assignors is the owner of, and has filed applications for or registered, each of the United States trademarks shown on the attached **Schedule B** (collectively, the "Trademarks"); and

WHEREAS, by this Assignment, the Assignors desire to transfer and assign to the Assignee, and the Assignee desires to receive and assume from the Assignors, all of the Assignors' worldwide right, title and interest in, to and under the Patent and the Trademarks, pursuant to the terms of, and in consummation of the transactions contemplated by, the Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned Assignors, by these presents, does hereby sell, assign, transfer and convey unto Assignee and its successors and assigns to have and to hold forever, free and clear of all Liens other than the Assumed Obligations and the Permitted Liens,

- A. all of such Assignor's respective right, title and interest in, to and under the Patent, in the United States and throughout the world, and in, to and under any and all applications for and patents which may be granted and issued therefor or therefrom, and in, to and under any continuations, continuations-in-part, divisions, reissues and extensions of said patents and the inventions therein disclosed, and improvements thereon, all international rights or priority associated therewith, all income, royalties, damages and the like now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity), and all rights, if any, to sue, counterclaim, and recover for past, present or future infringement of the rights assigned or to be assigned under this Assignment (collectively, "Patent Rights"); and
- B. all of such Assignor's respective right, title and interest in, to and under the Trademarks, together with the business, or portion thereof, to which each such Trademark pertains and the goodwill of the business connected with and symbolized by each such Trademark, or to which the Trademarks pertain, as well as the entire right, title, and interest in, to and under any and all applications for and registrations of the Trademarks heretofore granted or applied for, as well as

any and all common law rights in and to the Trademarks in the United States and in any state thereof and in any country throughout the world, all income, royalties, damages and the like now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity), and all rights, if any, to sue, counterclaim or recover for past, present or future infringement of the rights assigned or to be assigned under this Assignment (collectively, "Trademark Rights").

Effectiveness. This Assignment will be effective as of 12:01 a.m., Central Time, on March 14, 2008.

Disclaimers of Warranties. The representations and warranties of Assignors expressly and specifically set forth in the Purchase Agreement, including the Schedules (and updated Schedules, as the case may be), constitute the sole and exclusive representations and warranties of Assignors to Assignee in connection with the transactions contemplated by the Purchase Agreement. Assignors specifically disclaim all other representations and warranties of any kind or nature expressed or implied (including without limitation any relating to the Patent, the Patent Rights and the Trademarks). Assignors do not make or provide any warranty or representation, express or implied, as to Patent, the Patent Rights, the Trademarks, or the Trademark Rights except as expressly set forth in Article 2 of the Purchase Agreement.

Further Assurances. From time to time following the effective time of this Assignment, upon the request of Assignee, each of the Assignors shall execute and deliver (or cause to be executed and delivered) to Assignee such other documents and further instruments of conveyance and transfer, and shall take (or cause to be taken) such other action, without any further compensation, but at no cost or expense to Assignor, as may be reasonably necessary or desirable to make this Assignment fully effective, to record or memorialize the assignments set forth herein, in the United States or any state thereof or any country throughout the world, as applicable, to vest such right, title and interest in, to and under the Patent, the Patent Rights, the Trademarks, or the Trademark Rights in Assignee or to maintain, preserve or enforce the rights of Assignee in the Patent, the Patent Rights, the Trademarks and the Trademark Rights. In the event that Assignee is unable for any reason whatsoever to secure any Assignor's signature to any lawful and necessary document as stated above, each Assignor hereby irrevocably designates and appoints Assignee, and its duly authorized officers and agents, as such Assignor's agent and attorney-in-fact to act for and on such Assignor's behalf and stead, to execute and file any such lawful and necessary document and to do all other lawfully permitted acts necessary to vest ownership of the Patent, the Patent Rights and the Trademarks in Assignee or effect the other purposes stated above with the same legal force and effect as if executed by such Assignor. Without limiting the generality of the foregoing, each of the Assignors does hereby expressly agree that Assignee may singly, and without assistance or consent from any Assignor, undertake procedures to record the transfer of the Patent and the Trademark to Assignee with the United States Patent and Trademark Office or other applicable agency or governmental entity and to terminate any powers of attorney previously granted by any Assignor with respect to the Patent and/or the Trademark.

Binding Effect. This Assignment will be binding upon each of the Assignors and will inure to the benefit of Assignee and each of their respective successors and assigns. Except for Assignee

and its successors and assigns, no person or entity is or will be entitled to bring any action to enforce any provision of this Assignment against any of the Assignors.

Recordation. Assignors hereby request the U.S. Commissioners of Patents and Trademarks and/or the applicable state or foreign authorities to record this Assignment, as to the assigned Patent and Trademarks herein referred to.

Severability. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of the Patent or other assigned Trademarks.

Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF OR ANY OTHER PRINCIPLE THAT COULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement and related documents. This Assignment may not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement or any related document, and in the event of any conflict between this Assignment and the Purchase Agreement or any related document, the Purchase Agreement or any related document, as the case may be, will control.

Drafting. Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Assignment or such provision.


Counterparts. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

[Remainder of this page intentionally left blank]

SIGNATURE PAGE TO PATENT AND TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignee and Assignors have executed this Patent and Trademark Assignment as of the date set forth above.

ASSIGNEE: NEWPORT TELEVISION LLC

By: 
Name: RICHARD L. ESSEX, JR.
Title: SECRETARY

ASSIGNOR: ACKERLEY BROADCASTING OPERATIONS, LLC

By: _____
Name: _____
Title: _____

ACKERLEY BROADCASTING FRESNO, LLC

By: _____
Name: _____
Title: _____

AK MOBILE TELEVISION, INC.

By: _____
Name: _____
Title: _____

BEL MEADE BROADCASTING, INC.

By: _____
Name: _____
Title: _____


SIGNATURE PAGE TO PATENT AND TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignee and Assignors have executed this Patent and Trademark Assignment as of the date set forth above.

ASSIGNEE: NEWPORT TELEVISION LLC

By: _____
Name: _____
Title: _____


ASSIGNOR: ACKERLEY BROADCASTING OPERATIONS, LLC

By:  _____
Name: John Tippit
Title: Senior Vice President

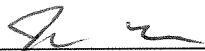
ACKERLEY BROADCASTING FRESNO, LLC

By:  _____
Name: John Tippit
Title: Senior Vice President

AK MOBILE TELEVISION, INC.


By:  _____
Name: John Tippit
Title: Senior Vice President

BEL MEADE BROADCASTING, INC.

By:  _____
Name: John Tippit
Title: Senior Vice President

Signature Page to Patent and Trademark Assignment - 1 of 3

CAPSTAR RADIO OPERATING COMPANY

By: 
Name: John Tippit
Title: Senior Vice President

CAPSTAR TX LIMITED PARTNERSHIP

By: CBCGP, Inc., Its General Partner

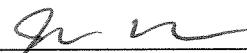
By: 
Name: John Tippit
Title: Senior Vice President

CCB TEXAS LICENSES, L.P.


By: CCBL GP, LLC, Its General Partner

By: 
Name: John Tippit
Title: Senior Vice President


CENTRAL NY NEWS, INC.

By: 
Name: _____
Title: John Tippit
Senior Vice President

CITICASTERS CO.

By: 
Name: _____
Title: John Tippit
Senior Vice President

CLEAR CHANNEL BROADCASTING LICENSES, INC.

By: 
Name: John Tippit
Title: Senior Vice President

CLEAR CHANNEL BROADCASTING, INC.

By: 
Name: John Tippit
Title: Senior Vice President

CLEAR CHANNEL INVESTMENTS, INC.

By: 
Name: John Tippit
Title: Senior Vice President

Schedule A
Patent

<u>U. S. Patent No.</u>	<u>Issue Date</u>	<u>For</u>	<u>First Named Inventor</u>
6987734	1/17/2006	Provision of Digital Data Via Multiple Broadcasts	Hank Hundemer

Schedule B
Trademarks

Binghamton, NY - WBGH-CA

Mark	Type	Filer Name	App. or Reg. No.	Filing or Issuance Date
NEWSCHANNEL 34	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2462906	6/19/2001

Cincinnati, OH - WKRC-TV

Mark	Type	Filer Name	App. or Reg. No.	Filing or Issuance Date
CINCW THE POINT	U.S. Service Mark Application	Clear Channel Broadcasting, Inc.	77/025879	10/20/2006
THE COOLER	U.S. Service Mark Registration	Citicasters Co.	3341552	11/20/2007
A NEW GENERATION OF NEWS	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2007905	10/15/1996
A NEW GENERATION OF NEWS	Ohio Service Mark Registration	Citicasters Co.	SM68827	12/8/1994
KEEPING YOUR FAMILY SAFE	Ohio Service Mark Registration	Citicasters Co.	1627225	6/1/2006
LOCAL 12	Ohio Service Mark Registration	Citicasters Co.	1449494	3/15/2004
TARGET 12 INVESTIGATION	Ohio Service Mark Registration	12 WKRC	1052147	12/23/1998
GOOD MORNING CINCINNATI	Ohio Service Mark Registration	Citicasters Co.	SM69448	2/6/1996

TRADEMARK

Fresno, CA - KGPE-TV

Mark	Type	Filer Name	App. or Reg. No.	Filing or Issuance Date
SERVICE THE HEART OF THE GOLDEN STATE & DESIGN	California Service Mark Registration	AK Media, Inc.	55548	11/9/2001

Jacksonville, FL - WAWS-TV

Mark	Type	Filer Name	App. or Reg. No.	Filing or Issuance Date
KIDS AT HEART	U.S. Trademark Registration	Clear Channel Broadcasting, Inc.	2578,135	6/11/2002
NEWS TROUBLESHOOTERS	U.S. Trademark Registration	Clear Channel Broadcasting, Inc.	2922670	2/1/2005

Little Rock, AR - KLRT-TV

Mark	Type	Filer Name	App. or Reg. No.	Filing or Issuance Date
MY RACE? HUMAN	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2861593	7/6/2004

Memphis, TN - WPTY-TV

Mark	Type	Filer Name	App. or Reg. No.	Filing or Issuance Date
ROAD REBELS	Tennessee Service Mark Registration	Clear Channel Broadcasting, Inc.	None	3/4/2004

TRADEMARK

Mobile, AL - WPMI-TV

Mark	Type	Filer Name	App. or Reg. No.	Filing or Issuance Date
MEDICAL MILESTONES	U.S. Service Mark Registration	Clear Channel Television, Inc.	2405034	11/21/2000
REDSHIFT MEDIA	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2950352	5/10/2005

TRADEMARK

Salt Lake City, UT - KTVX-TV

Mark	Type	Filer Name	App. or Reg. No.	Filing or Issuance Date
KTVX	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	1479042	3/1/1988
KTVX	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2442789	4/10/2001
GOOD THINGS UTAH	Utah Service Mark Registration	Clear Channel Broadcasting, Inc.	5577892-0190	2/20/2004
4 THE PIONEER TELEVISION STATION & DESIGN	Utah Service Mark Registration	Clear Channel Broadcasting, Inc.	37352	8/6/1997
4 UTAH'S PIONEER STATION & DESIGN	Utah Service Mark Registration	Clear Channel Broadcasting, Inc.	37349	8/6/1997
4 UTAH'S PIONEER TELEVISION STATION & DESIGN	Utah Service Mark Registration	Clear Channel Broadcasting, Inc.	37351	8/6/1997
UTAH LIVING	Utah Service Mark Registration	Clear Channel Broadcasting, Inc.	2523216-0190	8/5/1996
UTAH'S PIONEER TELEVISION STATION & DESIGN	Utah Service Mark Registration	Clear Channel Broadcasting, Inc.	37350	8/6/1997
TAKE A BITE OF SALT LAKE	Utah Service Mark Registration	Clear Channel Broadcasting, Inc.	4896124	3/16/2001
WEATHER PORCH	Utah Service Mark Registration	Clear Channel Broadcasting, Inc.	6504100-0190	2/15/2000

San Antonio, TX – WOAI-TV

Mark	Type	Filer Name	App. or Reg. No.	Filing or Issuance Date
KMOL-TV	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	1475339	2/2/1988
KMOL-TV	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2613976	9/3/2002
YOUR SAFETY IS JOB ONE	Texas Service Mark Registration	Clear Channel Broadcasting, Inc.	800337395	5/4/2004
SAN ANTONIO LIVING	Texas Service Mark Registration	Clear Channel Broadcasting, Inc.	800148594	2/4/2003

TRADEMARK

Syracuse, NY – WSYR-TV

Mark	Type	Filer Name	App. or Reg. No.	Filing or Issuance Date
ROAD GAMES	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2610513	8/20/2002
TIMECAST	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	3237264	5/1/2007

Tulsa, OK – KOKI-TV

Mark	Type	Filer Name	App. or Reg. No.	Filing or Issuance Date
SPEED PATROL -- for "spoken in newscasts, promotional use, and website" -- First use: 05/25/2004	Oklahoma Service Mark Registration	Clear Channel Broadcasting, DBA Fox 23 News	12063951	02/18/2005
BREAKING NEWS, BREAKING WEATHER, SOLVING PROBLEMS -- for "spoken in newscasts, promotional use, and website" -- First use: not available	Oklahoma Service Mark Registration	Clear Channel Broadcasting, DBA Fox 23 News	12063953	02/18/2005

Corporate TV

Mark	Type	Filer Name	App. or Reg. No.	Filing or Issuance Date
INERGIIZE DIGITAL	U.S. Service Mark Application	Clear Channel Broadcasting, Inc.	78/735893	10/19/2005
CHOICE VIDEO FEEDS	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2943909	4/26/2005
YOUR 24 HOUR NEWS STATION (WPRI-TV)	Massachusetts Service Mark Registration	WPRI-TV	44523	8/13/90
SEEK IT LOCAL	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	3299970	9/25/2007
VTV VARIETY CHANNEL	U.S. Service Mark Application	Clear Channel Broadcasting, Inc.	77/007892	9/26/2006
KTAB (KTAB TV)	U.S. Service Mark Registration	Shamrock Holdings, Inc.	1482715	3/29/1988
NEWSSOURCE 13 (WOKR-TV)	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	1744857	1/5/1993
WORK 13 (WOKR-TV)	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2117920	12/2/1997
NEWSCHANNEL 20 (WUTR-TV)	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2462905	6/19/2001
FULL HOUSE	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2554641	4/2/2002
FULL HOUSE & DESIGN	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2436496	3/20/2001
DELTA V	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	3003159	10/4/2005
V & DESIGN	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2620751	9/17/2002
WEBHOPPER	U.S. Service Mark Registration	Clear Channel Broadcasting, Inc.	2810686	2/3/2004

TRADEMARK