

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Notice of Assignment of Security

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Commerce Bank, N.A.		03/19/2008	National Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Interep National Radio Sales, Inc.
<b>Street Address:</b>	100 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Serial Number:	73478694	INTERNET
Serial Number:	73657978	INTEREP
Serial Number:	73657980	INTEREP
Serial Number:	74354404	COUNTRY RADIO FORMAT NETWORK
Serial Number:	74357151	URBAN RADIO FORMAT NETWORK
Serial Number:	74587398	THE POWER OF COUNTRY RADIO TOUR 94
Serial Number:	75077818	STATIONSCAN
Serial Number:	75125048	ALLIED RADIO PARTNERS
Serial Number:	75194556	U CAN WIN
Serial Number:	75479837	E-RADIO SALES
Serial Number:	75479838	E-RADIO
Serial Number:	75613202	RADIO 20:20
Serial Number:	75631598	SELLING TODAY...INNOVATING FOR TOMORROW
Serial Number:	75640309	RADIO 2000

**CH \$865.00 73478694**

Serial Number:	75660179	PUBLIC RADIO NETWORK
Serial Number:	75741100	INTEREP INTERACTIVE
Serial Number:	75909365	RADIOEXCHANGE
Serial Number:	76004342	PRN THE PUBLIC RADIO NETWORK NATIONAL UNDERWRITING REPRESENTATIVES
Serial Number:	76028618	THE INTEREP RADIO STORE
Serial Number:	76039614	CONVERSION MEDIA 2020
Serial Number:	76039615	CONVERSION MEDIA SALES
Serial Number:	76039616	CONVERSION MEDIA MARKETING
Serial Number:	76039617	CONVERGING MEDIA 20:20
Serial Number:	76466294	CONSUMER LIFESTYLE NETWORKS
Serial Number:	78055922	SHOP HEALTHY SWEEPSTAKES
Serial Number:	78055962	E-RADIO 20:20
Serial Number:	78097565	RADIOXCHANGE
Serial Number:	78132341	E-RADIO RESOURCE
Serial Number:	78162011	ERADIO
Serial Number:	78239932	INTEREP
Serial Number:	78240078	INTEREP UNIVERSITY
Serial Number:	78240131	THE POWER OF URBAN RADIO
Serial Number:	78240161	THE POWER OF HISPANIC RADIO
Serial Number:	78270420	CUSTOMIZED SERVICE COLLECTIVE CLOUT

**CORRESPONDENCE DATA**

Fax Number: (212)755-7306  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-326-3717  
Email: krsmith@jonesday.com  
Correspondent Name: Nancy A. Zoubek, Jones Day  
Address Line 1: 222 East 41st Street  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	488807-600001
NAME OF SUBMITTER:	Nancy A. Zoubek
Signature:	/Nancy A. Zoubek/
Date:	03/25/2008

Total Attachments: 6  
source=Release document#page1.tif

**TRADEMARK**  
**REEL: 003746 FRAME: 0062**

source=Release document#page2.tif  
source=Release document#page3.tif  
source=Release document#page4.tif  
source=Release document#page5.tif  
source=Release document#page6.tif



March 19, 2008

Interep National Radio Sales, Inc.  
American Radio Sales, Inc.  
D & R Radio, Inc.  
CBS Radio Sales, Inc.  
Interep Interactive, Inc.  
Interep New Media, Inc.  
McGavren Guild, Inc.  
Morrison and Abraham, Inc.  
Public Radio Network, Inc.  
SBS/Interep LLC  
Streaming Audio, Inc.  
2090 Palm Beach Lakes Boulevard, Suite 300  
West Palm Beach, FL 33409  
Attention: William J. McEntee

Re: Payment, Satisfaction and Discharge of Obligations and Liens to Lender

Dear Mr. McEntee:

Reference is made to that certain Loan and Security Agreement, dated as of September 25, 2003, by and among Interep National Radio Sales, Inc. ("Borrower"), American Radio Sales, Inc., D & R Radio, Inc., CBS Radio Sales, Inc., Interep Interactive, Inc., Interep New Media, Inc., McGavren Guild, Inc., Morrison and Abraham, Inc., Public Radio Network, Inc., SBS/Interep LLC and Streaming Audio, Inc. (collectively "Guarantors" and individually, "Guarantor"), and Commerce Bank, N.A. ("Lender") (as amended from time to time, "Loan Agreement"). Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed to them in the Loan Agreement.

Pursuant to mutual understanding and the occurrence of the Revolving Loan Maturity Date, it is hereby agreed that upon receipt, no later than 2:00 p.m. Eastern Time March 20, 2008, by (a) Lender of a signed counterpart of this letter executed by each Credit Party, and (b) Lender's counsel of immediately available funds by wire transfer in the amount of \$1,000 ("Expense Payment"):

1. All indebtedness of the Borrower for credit extended under the Loan Agreement and all fees and other amounts payable by the Borrower and any other Credit Party under or in connection with the Loan Agreement shall be fully paid and discharged. Any and all of the security interests in and other liens on, the property of each Credit Party in favor of Lender shall automatically be forever satisfied, released, discharged and terminated without any further action on the part of Lender. Lender agrees to execute and deliver such releases, Uniform Commercial Code termination statements, instructions, documents or directions, as a Credit Party may reasonably request in order to effectuate, or release of public record, the release and discharge of such security interests and liens all to be prepared by such Credit Party and filed at such Credit Party's sole cost and expense. Lender authorizes each Credit Party, their designees, or their counsel to file any and all Uniform Commercial Code termination statements, releases or other documents necessary to effectuate, or reflect of public record, the release and termination of any liens and security interests in any assets of such Credit Party, including without limitation, as the Credit Parties reasonably request.

2. As soon as practicable after receipt of the signed counterpart of this letter and counsel's receipt of the Expense Payment, but in any event no later than 5 Business Days after such receipt, we shall return or cause to be returned any stock certificates and other instruments, together with powers related thereto, which represent Collateral released hereunder and the original promissory note issued by the Borrower under the Loan Agreement to be delivered to you or such other person as you may designate ("Borrower's Designee"). We shall have no liability to you for the return of any possessory collateral if we shall have complied with written instructions from you or the Borrower's Designee.

3. The amounts set forth above should be sent as follows:

Wiring Instructions:

- a. Expense Payment \$1,000 to Ballard Spahr Andrews & Ingersoll, LLP:  
PNC Bank, Philadelphia  
ABA # 031 0000 53  
Account # 85-313-173-45  
Account Name: Ballard Spahr Andrews & Ingersoll, LLP  
Matter Number: 015470

Without any further action by the Lender or any Credit Party, the Loan Agreement and all other Transaction Documents shall be terminated and cease to be of any further force or effect and the Credit Parties shall be released and discharged of any and all claims, demands, obligations, liabilities, costs and expenses, now existing or hereinafter arising under or in respect of the Loan Agreement and Transaction Documents; provided however, that all provisions of the Loan Agreement and the other Transaction Documents which pursuant to the terms of such agreements are to survive the termination of the Loan Agreement shall so survive, as so specified, shall not be deemed terminated and shall remain in full force and effect.

This letter agreement may be signed and exchanged in counterparts, all of which when taken together shall constitute one and the same agreement. Signature by pdf or facsimile will also bind the parties hereto.

Very truly yours,

**COMMERCE BANK, N.A.**

By: Thomas L. Savage  
Name: Thomas L. Savage  
Title: Vice President

Acknowledged, agreed and intending to be legally bound:

**BORROWER:**

**INTEREP NATIONAL RADIO SALES, INC.**

By: \_\_\_\_\_  
Name: William J. McEntee  
Title: Senior Vice President and Chief Financial Officer

**GUARANTORS:**

**AMERICAN RADIO SALES, INC.  
D & R RADIO, INC.  
CBS RADIO SALES, INC.  
INTEREP INTERACTIVE, INC.  
INTEREP NEW MEDIA, INC.  
MCGAVREN GUILD, INC.  
MORRISON AND ABRAHAM, INC.  
PUBLIC RADIO NETWORK, INC.  
SBS/INTEREP LLC  
STREAMING AUDIO, INC.**

By: \_\_\_\_\_  
Name: William J. McEntee  
Title: Senior Vice President and Chief Financial Officer

This letter agreement may be signed and exchanged in counterparts, all of which when taken together shall constitute one and the same agreement. Signature by pdf or facsimile will also bind the parties hereto.

Very truly yours,

**COMMERCE BANK, N.A.**

By: \_\_\_\_\_  
Name: Thomas L. Savage  
Title: Vice President

Acknowledged, agreed and intending to be legally bound:

**BORROWER:**

**INTEREP NATIONAL RADIO SALES, INC.**

By: \_\_\_\_\_  
Name: William J. McEntee  
Title: Senior Vice President and Chief Financial Officer

**GUARANTORS:**

**AMERICAN RADIO SALES, INC.  
D & R RADIO, INC.  
CBS RADIO SALES, INC.  
INTEREP INTERACTIVE, INC.  
INTEREP NEW MEDIA, INC.  
MCGAVREN GUILD, INC.  
MORRISON AND ABRAHAM, INC.  
PUBLIC RADIO NETWORK, INC.  
SBS/INTEREP LLC  
STREAMING AUDIO, INC.**

By: \_\_\_\_\_  
Name: William J. McEntee  
Title: Senior Vice President and Chief Financial Officer

### Trademark Schedule

**Total properties: 34**

1	<b>Serial #:</b> <u>73478694</u> <b>Mark:</b> INTERNET	<b>Filing Dt:</b> 05/04/1984	<b>Reg #:</b> <u>1322486</u>	<b>Reg. Dt:</b> 02/26/1985
2	<b>Serial #:</b> <u>73657978</u> <b>Mark:</b> INTEREP	<b>Filing Dt:</b> 04/30/1987	<b>Reg #:</b> <u>1501570</u>	<b>Reg. Dt:</b> 08/23/1988
3	<b>Serial #:</b> <u>73657980</u> <b>Mark:</b> INTEREP	<b>Filing Dt:</b> 04/30/1987	<b>Reg #:</b> <u>1501571</u>	<b>Reg. Dt:</b> 08/23/1988
4	<b>Serial #:</b> <u>74354404</u> <b>Mark:</b> COUNTRY RADIO FORMAT NETWORK	<b>Filing Dt:</b> 02/01/1993	<b>Reg #:</b> <u>1850836</u>	<b>Reg. Dt:</b> 08/23/1994
5	<b>Serial #:</b> <u>74357151</u> <b>Mark:</b> URBAN RADIO FORMAT NETWORK	<b>Filing Dt:</b> 02/09/1993	<b>Reg #:</b> <u>1850838</u>	<b>Reg. Dt:</b> 08/23/1994
6	<b>Serial #:</b> <u>74587398</u> <b>Mark:</b> THE POWER OF COUNTRY RADIO TOUR 94	<b>Filing Dt:</b> 10/19/1994	<b>Reg #:</b> <u>2058570</u>	<b>Reg. Dt:</b> 05/06/1997
7	<b>Serial #:</b> <u>75077818</u> <b>Mark:</b> STATIONSCAN	<b>Filing Dt:</b> 03/25/1996	<b>Reg #:</b> <u>2038896</u>	<b>Reg. Dt:</b> 02/18/1997
8	<b>Serial #:</b> <u>75125048</u> <b>Mark:</b> ALLIED RADIO PARTNERS	<b>Filing Dt:</b> 06/25/1996	<b>Reg #:</b> <u>2079087</u>	<b>Reg. Dt:</b> 07/15/1997
9	<b>Serial #:</b> <u>75194556</u> <b>Mark:</b> U CAN WIN	<b>Filing Dt:</b> 11/07/1996	<b>Reg #:</b> <u>2211596</u>	<b>Reg. Dt:</b> 12/15/1998
10	<b>Serial #:</b> <u>75479837</u> <b>Mark:</b> E-RADIO SALES	<b>Filing Dt:</b> 05/05/1998	<b>Reg #:</b> <u>2360699</u>	<b>Reg. Dt:</b> 06/20/2000
11	<b>Serial #:</b> <u>75479838</u> <b>Mark:</b> E-RADIO	<b>Filing Dt:</b> 05/05/1998	<b>Reg #:</b> <u>2309898</u>	<b>Reg. Dt:</b> 01/18/2000
12	<b>Serial #:</b> <u>75613202</u> <b>Mark:</b> RADIO 20:20	<b>Filing Dt:</b> 12/29/1998	<b>Reg #:</b> <u>2447356</u>	<b>Reg. Dt:</b> 05/01/2001
13	<b>Serial #:</b> <u>75631598</u> <b>Mark:</b> SELLING TODAY...INNOVATING FOR TOMORROW	<b>Filing Dt:</b> 02/01/1999	<b>Reg #:</b> <u>2340620</u>	<b>Reg. Dt:</b> 04/11/2000
14	<b>Serial #:</b> <u>75640309</u> <b>Mark:</b> RADIO 2000	<b>Filing Dt:</b> 02/11/1999	<b>Reg #:</b> <u>2328970</u>	<b>Reg. Dt:</b> 03/14/2000
15	<b>Serial #:</b> <u>75660179</u> <b>Mark:</b> PUBLIC RADIO NETWORK	<b>Filing Dt:</b> 03/15/1999	<b>Reg #:</b> <u>2437687</u>	<b>Reg. Dt:</b> 03/20/2001
16	<b>Serial #:</b> <u>75741100</u> <b>Mark:</b> INTEREP INTERACTIVE	<b>Filing Dt:</b> 07/01/1999	<b>Reg #:</b> <u>2343602</u>	<b>Reg. Dt:</b> 04/18/2000
17	<b>Serial #:</b> <u>75909365</u> <b>Mark:</b> RADIOEXCHANGE	<b>Filing Dt:</b> 02/04/2000	<b>Reg #:</b> <u>2580769</u>	<b>Reg. Dt:</b> 06/18/2002
18	<b>Serial #:</b> <u>76004342</u> <b>Mark:</b> PRN THE PUBLIC RADIO NETWORK NATIONAL UN	<b>Filing Dt:</b> 03/20/2000	<b>Reg #:</b> <u>2435242</u>	<b>Reg. Dt:</b> 03/13/2001



19 **Serial #:** 76028618 **Filing Dt:** 04/18/2000 **Reg #:** 2641653 **Reg. Dt:** 10/29/2002  
**Mark:** THE INTEREP RADIO STORE

20 **Serial #:** 76039614 **Filing Dt:** 05/04/2000 **Reg #:** NONE **Reg. Dt:**  
**Mark:** CONVERSION MEDIA 2020

21 **Serial #:** 76039615 **Filing Dt:** 05/04/2000 **Reg #:** NONE **Reg. Dt:**  
**Mark:** CONVERSION MEDIA SALES

22 **Serial #:** 76039616 **Filing Dt:** 05/04/2000 **Reg #:** NONE **Reg. Dt:**  
**Mark:** CONVERSION MEDIA MARKETING

23 **Serial #:** 76039617 **Filing Dt:** 05/04/2000 **Reg #:** 2608028 **Reg. Dt:** 08/13/2002  
**Mark:** CONVERGING MEDIA 20:20

24 **Serial #:** 76466294 **Filing Dt:** 11/04/2002 **Reg #:** NONE **Reg. Dt:**  
**Mark:** CONSUMER LIFESTYLE NETWORKS

25 **Serial #:** 78055922 **Filing Dt:** 03/30/2001 **Reg #:** 2598139 **Reg. Dt:** 07/23/2002  
**Mark:** SHOP HEALTHY SWEEPSTAKES

26 **Serial #:** 78055962 **Filing Dt:** 03/30/2001 **Reg #:** 3225472 **Reg. Dt:** 04/03/2007  
**Mark:** E-RADIO 20:20

27 **Serial #:** 78097565 **Filing Dt:** 12/10/2001 **Reg #:** NONE **Reg. Dt:**  
**Mark:** RADIOXCHANGE

28 **Serial #:** 78132341 **Filing Dt:** 05/31/2002 **Reg #:** NONE **Reg. Dt:**  
**Mark:** E-RADIO RESOURCE

29 **Serial #:** 78162011 **Filing Dt:** 09/09/2002 **Reg #:** NONE **Reg. Dt:**  
**Mark:** ERADIO

30 **Serial #:** 78239932 **Filing Dt:** 04/21/2003 **Reg #:** 2866712 **Reg. Dt:** 07/27/2004  
**Mark:** INTEREP

31 **Serial #:** 78240078 **Filing Dt:** 04/21/2003 **Reg #:** 2830125 **Reg. Dt:** 04/06/2004  
**Mark:** INTEREP UNIVERSITY

32 **Serial #:** 78240131 **Filing Dt:** 04/21/2003 **Reg #:** 2832055 **Reg. Dt:** 04/13/2004  
**Mark:** THE POWER OF URBAN RADIO

33 **Serial #:** 78240161 **Filing Dt:** 04/21/2003 **Reg #:** 2832057 **Reg. Dt:** 04/13/2004  
**Mark:** THE POWER OF HISPANIC RADIO

34 **Serial #:** 78270420 **Filing Dt:** 07/03/2003 **Reg #:** NONE **Reg. Dt:**  
**Mark:** CUSTOMIZED SERVICE COLLECTIVE CLOUT