

**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
INTEREP NATIONAL RADIO SALES, INC.		03/31/2008	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	SILVER POINT FINANCE, L.L.C.
Street Address:	2 Greenwich Plaza
Internal Address:	1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 47**

Property Type	Number	Word Mark
Registration Number:	1322486	INTERNET
Registration Number:	1501570	INTEREP
Registration Number:	1501571	INTEREP
Registration Number:	2866712	INTEREP
Registration Number:	2641653	THE INTEREP RADIO STORE
Registration Number:	1850836	COUNTRY RADIO FORMAT NETWORK
Registration Number:	1850838	URBAN RADIO FORMAT NETWORK
Registration Number:	2038896	STATIONSCAN
Registration Number:	2079087	ALLIED RADIO PARTNERS
Registration Number:	2211596	U CAN WIN
Registration Number:	2309898	E-RADIO
Registration Number:	2340620	SELLING TODAY...INNOVATING FOR TOMORROW
Registration Number:	2328970	RADIO 2000

CH \$1190.00 1322486

Registration Number:	2343602	INTEREP INTERACTIVE
Registration Number:	2360699	E-RADIO SALES
Registration Number:	2447356	RADIO 20:20
Registration Number:	2580769	RADIOEXCHANGE
Registration Number:	2598139	SHOP HEALTHY SWEEPSTAKES
Registration Number:	2608028	CONVERGING MEDIA 20:20
Registration Number:	2893630	10X10
Registration Number:	2958679	FREEDOM RADIO GROUP
Registration Number:	2983045	THE POWER OF URBAN RADIO
Registration Number:	2983043	THE POWER OF HISPANIC RADIO
Registration Number:	2435242	PRN THE PUBLIC RADIO NETWORK NATIONAL UNDERWRITING REPRESENTATIVES
Registration Number:	2437687	PUBLIC RADIO NETWORK
Registration Number:	2830125	INTEREP UNIVERSITY
Registration Number:	2832055	THE POWER OF URBAN RADIO
Registration Number:	2832057	THE POWER OF HISPANIC RADIO
Registration Number:	2936264	10X10 10% RADIO AD SHARE BY 2010
Registration Number:	2974470	QTOPIA MEDIA
Registration Number:	2989207	RADIO DAZE
Registration Number:	3003969	INTEREP INNOVATIONS
Registration Number:	3026660	FREEDOM RADIO GROUP AN INTEREP COMPANY
Registration Number:	3035422	IGM
Registration Number:	3035423	INTEREP GLOBAL MARKETING IGM
Registration Number:	3037755	PERSONALIZED SERVICE...COLLECTIVE CLOUD
Registration Number:	3079016	RSI RADIO SALES INTERNATIONAL
Registration Number:	3098150	TOTALWOMAN
Registration Number:	3225472	E-RADIO 20:20
Serial Number:	78162011	ERADIO
Serial Number:	76466294	CONSUMER LIFESTYLE NETWORKS
Serial Number:	78741925	INTEREP MEDIA
Serial Number:	78945349	INTEREP NET SOLUTIONS
Serial Number:	77356542	HISPANIC INDEPENDENT TELEVISION SALES H.I.T.S.
Serial Number:	77356661	INTEREP INTEGRATION
Serial Number:	77383410	RADIO 20:20
Serial Number:	77414669	HITS HISPANIC INDEPENDENT TELEVISION SALES

CORRESPONDENCE DATA

Fax Number: (212)492-0562  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212.373.3562  
Email: alee@paulweiss.com, menakaplan@paulweiss.com  
Correspondent Name: Menachem Kaplan  
Address Line 1: 1285 Avenue of the Americas  
Address Line 2: Paul, Weiss, Rifkind, Wharton & Garrison  
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17245-013
NAME OF SUBMITTER:	Menachem Kaplan
Signature:	/Menachem Kaplan/
Date:	04/03/2008

Total Attachments: 5  
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice"), dated as of March 31, 2008, made by INTEREP NATIONAL RADIO SALES, INC., a New York corporation (the "Grantor"), in favor of SILVER POINT FINANCE, L.L.C., a Delaware limited liability company, as the Collateral Agent for the Lenders. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Security and Pledge Agreement (as defined herein).

WHEREAS, the Grantor is the owner of the issued trademark and service mark registrations and trademark and service mark applications set forth on Schedule I attached hereto;

WHEREAS, pursuant to the terms and conditions of the Security and Pledge Agreement dated as of March 31, 2008, by and among the Grantor (and certain of its affiliates) and the Collateral Agent (the "Security and Pledge Agreement"), the Grantor granted to the Collateral Agent for the ratable benefit of the Lenders, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all Trademarks, including but not limited to the trademark and service mark registrations and trademark and service mark applications set forth on Schedule I attached hereto, (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Security and Pledge Agreement, the Grantor agrees to execute and deliver to the Lenders this Notice for purposes of filing the same with the United States Patent and Trademark Office to confirm, evidence and perfect (to the extent perfection can be accomplished with such filing) the security interest in the Trademark Collateral granted pursuant to the Security and Pledge Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, and subject to the terms and conditions of the Security and Pledge Agreement, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all of the Trademark Collateral; provided, that the grant of security interest shall not include any trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such trademark.

The Grantor and the Collateral Agent hereby acknowledge and agree that the security interest in and continuing lien on the Trademark Collateral may only be terminated in accordance with the terms of the Security and Pledge Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


In the event of an irreconcilable conflict between this Notice and the Security and Pledge Agreement, the Security and Pledge Agreement shall govern.

This Notice shall in all respects be construed in accordance with and governed by the laws of the State of New York, applicable to contracts made and to be performed wholly within such state and the Bankruptcy Code.

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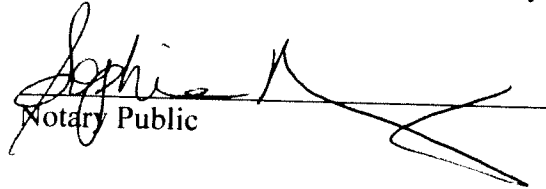
IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

INTEREP NATIONAL RADIO SALES, INC

By:   
Name: David E. Kennedy  
Title: Chief Executive Officer

STATE OF )  
 ) ss.:  
COUNTY OF )

On this 21<sup>st</sup> day of March, 2008, before me personally came David E. Kandy to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the CEO of Interep National Radio Sales, Inc., that he signed the instrument in the name of such entity, and that he had the authority to sign the instrument on behalf of such entity.

  
Notary Public

SOPHIA BRYAN  
NOTARY PUBLIC, State of New York  
No. 01BR6042226  
Qualified - Queens County  
Certificate Filed in New York  
Commission Expires September 11, 2010

**Schedule I**

<i>Trademark Registrations</i>	<i>Date Reg.</i>	<i>Registration Number</i>
Internet	2/26/85	1,322,486
Interep	8/23/88	1,501,570
Interep (and design)	8/23/88	1,501,571
Interep (stylized)	7/27/04	2,866,712
The Interep Radio Store (and design)	10/29/02	2,641,653
Country Radio Format Network	8/23/94	1,850,836
Urban Radio Format Network	8/23/94	1,850,838
Stationscan	2/18/97	2,038,896
Allied Radio Partners	7/15/97	2,079,087
U CAN WIN	12/15/98	2,211,596
E-RADIO	1/18/00	2,309,898
SELLING TODAY...INNOVATING FOR TOMORROW	4/11/00	2,340,620
RADIO 2000	3/14/00	2,328,970
INTEREP INTERACTIVE and design	4/18/00	2,343,602
E-RADIO SALES	6/20/00	2,360,699
RADIO 20:20	5/1/01	2,447,356
RADIOEXCHANGE	6/18/02	2,580,769
SHOP HEALTHY SWEEPSTAKES	7/23/02	2,598,139
CONVERGING MEDIA 20:20	8/13/02	2,608,028
10X10	10/12/04	2,893,630
FREEDOM RADIO GROUP	5/31/05	2,958,679
THE POWER OF HISPANIC RADIO AND DESIGN	8/9/05	2,983,045
THE POWER OF URBAN RADIO AND DESIGN	8/9/05	2,983,043
PRN THE PUBLIC RADIO NETWORK NATIONAL UNDERWRITING REPRESENTATIVES	3/13/01	2,435,242
PUBLIC RADIO NETWORK	03/20/01	2,437,687
INTEREP UNIVERSITY	04/06/04	2,830,125
THE POWER OF URBAN RADIO	04/13/04	2,832,055
THE POWER OF HISPANIC RADIO	4/13/04	2,832,057
10X10 10% RADIO AD SHARE BY 2010	3/29/05	2,936,264
QTOPIA MEDIA	7/19/05	2,974,470
RADIO DAZE	8/30/05	2,989,207
INTEREP INNOVATIONS	10/4/05	3,003,969
FREEDOM RADIO GROUP (WITH DESIGN)	12/13/05	3,026,660
IGM	12/27/05	3,035,422
INTEREP GLOBAL MARKETING IGM	12/27/05	3,035,423
PERSONALIZED SERVICE COLLECTIVE CLOUT	1/3/06	3,037,755
RSI RADIO SALES INTERNATIONAL	4/11/06	3,079,016
TOTALWOMAN	5/30/06	3,098,150
E-RADIO 20:20	4/3/07	3,225,472

<i>Trademark Applications</i>	<i>Date Filed</i>	<i>Serial Number</i>
ERADIO	9/9/02	78/162011
CONSUMER LIFESTYLE NETWORKS	11/4/02	76/466294
INTEREP MEDIA	10/27/2005	78/741925
INTEREP NET SOLUTIONS	8/4/2006	78/945349
HISPANIC INDEPENDENT TELEVISION SALES H.I.T.S.	12/20/07	77/356542
INTEREP INTEGRATION	12/20/07	77/356661
RADIO 20:20	1-29-08	77/383410
HITS HISPANIC INDEPENDENT TELEVISION SALES	3-6-08	77/414669

**TRADEMARK**

**RECORDED: 04/03/2008**

**REEL: 003751 FRAME: 0822**