

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
Bonneville International Corporation		03/14/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Entercom San Francisco, LLC		
Street Address:	401 City Avenue		
Internal Address:	Suite 809		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1381801	KOIT	
CORRESPONDENCE DATA			
Fax Number:	(801)451-6969		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8014510606		
Email:	boydhawkins@qwest.net		
Correspondent Name:	Boyd J. Hawkins, Esq.		
Address Line 1:	1361 North Highway 89		
Address Line 2:	Suite 9		
Address Line 4:	Farmington, UTAH 84025		
NAME OF SUBMITTER:	Boyd J. Hawkins		
Signature:	/Boyd J. Hawkins/		
Date:	05/27/2008		

OP \$40.00 1381801

Total Attachments: 3

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ASSIGNMENT OF INTANGIBLE PROPERTY

(SAN FRANCISCO)

This Assignment of Intangible Property (this "*Assignment*") is made as of March 14th, 2008 by Bonneville International Corporation, a Utah corporation ("*Assignor*"), to Entercom San Francisco, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor, with a place of business at Broadcast House, 55 North 300 West, 8th Floor, Salt Lake City, Utah 84101-3580, is the owner of the Exchange Party Intangible Property, as defined in the Exchange Agreement, including those items that are identified in Schedule A (*the "Intangible Property"*) and desires to assign all of its right, title and interest in, to and under the Intangible Property, to Assignee; and

WHEREAS, Assignee, with a place of business at 401 City Avenue, Suite 809, Bala Cynwyd, PA 19004, desires to obtain all of Assignor's rights in, to and under the Intangible Property; and

WHEREAS, pursuant to that certain Asset Exchange Agreement (the "*Exchange Agreement*"), dated as of January 17, 2007, by and among Assignor and Entercom Cincinnati, LLC, Entercom Cincinnati License, LLC, Entercom Seattle, LLC and Entercom Seattle License, LLC, all Delaware limited liability companies (collectively, the "*Entercom Parties*"), Assignor has agreed to assign all of its right, title and interest in, to and under the Intangible Property to the Entercom Parties, and the Entercom Parties have agreed to accept such assignment.

WHEREAS, the Entercom Parties and Assignee entered into a Partial Assignment of Asset Exchange Agreement, whereby the Entercom Parties assigned certain of their rights under the Exchange Agreement to Assignee, and Assignee accepted such rights from the Entercom Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Exchange Agreement, Assignor hereby unconditionally and irrevocably grants, bargains, sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under the Intangible Property, whether statutory or at common law, free and clear of all Liens, including all registrations and applications therefor, the right to recover for past infringement, and the goodwill associated with such Intangible Property in the operation of the business of radio broadcast stations.

This Assignment is intended to evidence the consummation of the transactions contemplated by the Exchange Agreement and is subject to the terms and conditions set forth in the Exchange Agreement. This Assignment is made without representation or warranty, except as provided in and by the Exchange Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Exchange Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Exchange Agreement, the terms and provisions of the Exchange Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first above written.

**BONNEVILLE INTERNATIONAL
CORPORATION**

By: David K. Reid
David K. Reid

Name: Senior Vice President Legal and Regulatory Affairs

Title: _____

SCHEDULE A

Exchange Party Intangible Property

Registered Service Marks/Fictitious Business Names

MARK NAME	TYPE	WHERE	REGISTERED	REGISTRATION NO.	RENEWAL
<i>70'S, 80'S... WHATEVER WE FEEL LIKE</i>	SM	California	06/20/2005	060795	06/20/2015
<i>GROUP 3 MARKETING</i>	FBN	California	08/08/2005	A-0287557-00	08/08/2010
<i>KDFC</i>	SM	California	03/10/1999	051051	03/10/2009
<i>KOIT</i>	SM	California	03/10/1999	051053	03/10/2009
<i>KOIT</i>	SM	Federal	02/04/1986	1381801	02/04/2016
<i>MUSIC MATTERS ON KDFC</i>	FBN	California	03/05/2004	A-0274261-00	03/05/2009
<i>MUSIC MATTERS ON KDFC</i>	SM	California	02/23/1999	50936	02/23/2009
<i>WHATEVER WE FEEL LIKE</i>	SM	California	06/20/2005	060794	06/20/2015

Call Signs

KDFC-FM

KOIT-FM

KBWF(FM)

Web Domain Names

957KMAX.COM

957MAX.COM

957MAXFM.COM

957MAXFM.NET

G3MARKETING.COM

KDFC.COM

KDFC.NET

KMAXRADIO.COM

KOIT.COM

KOIT.NET

INNOVATIVERADIO.NET