

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
Entercom Cincinnati, LLC		03/14/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Bonneville International Corporation		
Street Address:	Broadcast House, 55 North 300 West		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84180		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2329471	WKRQ	
Registration Number:	2677763	RADIO FOR WOMEN...AND THE MEN WHO LOVE THEM	
Registration Number:	3087373	JAMMIN' IN THE COUNTRY	
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		
ATTORNEY DOCKET NUMBER:	S.F. SWAP		
NAME OF SUBMITTER:	Boyd J. Hawkins		

OP \$90.00 2329471

Signature:	/Boyd J. Hawkins/
Date:	05/30/2008
Total Attachments: 4 source=Entercom Assignment of Intangible Property Cincinnati 031408#page1.tif source=Entercom Assignment of Intangible Property Cincinnati 031408#page2.tif source=Entercom Assignment of Intangible Property Cincinnati 031408#page3.tif source=Entercom Assignment of Intangible Property Cincinnati 031408#page4.tif	

ASSIGNMENT OF INTANGIBLE PROPERTY
(CINCINNATI)

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

WHEREAS, Assignor, with a place of business at 401 City Avenue, Suite 809, Bala Cynwyd, Pennsylvania 19004, is the owner of the Entercom 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 55 North 300 West, 8th Floor, Salt Lake City, Utah 84101-3580, 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, Entercom Cincinnati License, LLC, a Delaware limited liability company, Entercom Seattle, LLC, a Delaware limited liability company, Entercom Seattle License, LLC, a Delaware limited liability company, and Assignee, Assignor has agreed to assign all of its right, title and interest in, to and under the Intangible Property to Assignee, and Assignee has agreed to accept such assignment.

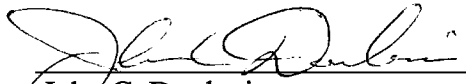
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Exchange Agreement, Assignor hereby unconditionally and irrevocably grants, bargains, sells, assigns, transfers, conveys, and delivers to 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.

[Signature Page Follows]

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

ENTERCOM CINCINNATI, LLC

By: 
Name: John C. Donlevie
Title: Executive Vice President

**[SIGNATURE PAGE TO ASSIGNMENT OF INTANGIBLE PROPERTY
(CINCINNATI)]**

**TRADEMARK
REEL: 003789 FRAME: 0964**

SCHEDULE A

WYGY

1. wygy.com
2. thewolf973.com
3. The Wolf (Class 38) (Ohio Registration Number 1658326)
4. The Wolf (Class 41) (Ohio Registration Number 1658327)

WKRQ

1. WKRQ (Federal Registration Number 2329471)
2. Back the Red, White, and Blue (Indiana Registration Number 20020447; Ohio Registration Number 1333576; Kentucky Registration Number 14697)
3. Radio for Women...and the Men Who Love Them (Federal Registration Number 2677763; Ohio Registration Number 1351035)
4. Free Cash Payoff (Ohio Registration Number 1118600)
5. QTopia (Ohio Registration Number 1580059)
6. Pick Your Purse (Ohio Registration Number 1580058)
7. Girlfriend Getaways (Ohio Registration Number 1579304)
8. wkrq.com

WUBE

1. WUBE-FM (Not Registered)
2. Jammin' in the Country (Federal Registration Number 3087373; Ohio Registration Number 1525556)
3. b105.com
4. wube.com





WSWD

1. 949thesound.com

Market

1. queencityjobs.com

Logos

Call Sign:	Station Logo:
WKRQ-FM	
WSWD-FM	
WUBE-FM	
WYGY-FM	

* CBS holds the federal trademark for Q102 (Federal Registration Number 1071619). As per the Entercom Schedules, the federal trademark is an excluded asset. Rights to use this trademark are provided in a separate agreement.