

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
TritonTM, Inc.		06/20/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation		
Street Address:	44 Whippany Road		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	75273146	AUDIO ARCHITECTURE	
Serial Number:	74176997	GOLDDISC	
Serial Number:	74177000	GOLDDISC COMPACT DIGITAL AUDIO	
Serial Number:	75413483	GOLDDRIVE	
Serial Number:	75138077	HITDISC	
Serial Number:	75275224	IMAGIO	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-353-6834		
Email:	clondon@eapdlaw.com		
Correspondent Name:	Edwards Angell Palmer & Dodge LLP		
Address Line 1:	301 Tresser Boulevard		
Address Line 2:	Paralegal Christina London		
Address Line 4:	Stamford, CONNECTICUT 06901		

CH \$165.00 75273146

ATTORNEY DOCKET NUMBER:	23666.0222
NAME OF SUBMITTER:	Christina London
Signature:	/christina london/
Date:	06/27/2008
Total Attachments: 5 source=TritonTM Inc TM Security Agreement#page1.tif source=TritonTM Inc TM Security Agreement#page2.tif source=TritonTM Inc TM Security Agreement#page3.tif source=TritonTM Inc TM Security Agreement#page4.tif source=TritonTM Inc TM Security Agreement#page5.tif	

**TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of June 20, 2008, by **TRITONTM, INC.**, a Delaware corporation ("Debtor"), to and with **CIT LENDING SERVICES CORPORATION**, a Delaware corporation, as **Administrative Agent** (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Secured Parties under, or as defined in, the General Security Agreement referred to below ("Secured Parties").

RECITALS

A. Debtor is a guarantor under the terms of, or in respect to Obligations described in, that certain Amended and Restated Credit and Guaranty Agreement of even date herewith (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Lenders party thereto from time to time (the "Lenders"), TD Securities (USA) LLC, as Syndication Agent, Union Bank of California, N.A., as Co-Documentation Agent, LaSalle Bank National Association, as Co-Documentation Agent and the Administrative Agent.

B. Debtor has executed and delivered to Administrative Agent a certain Amended and Restated Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between Administrative Agent, on behalf of the Secured Parties, Debtor, Dial Communications Global Media, LLC, a Delaware limited liability company, EXBT, LLC, a Delaware limited liability company, ExRadio Interactive, LLC, a Delaware limited liability company, RDG Excelsior Holdings, LLC, a Delaware limited liability company, Radio Data Group, LLC, a Virginia limited liability company, American Comedy Network, LLC, a Colorado limited liability company, Triton MediaAmerica, Inc., a New York corporation, Triton Network Group, LLC, a Colorado limited liability company, Triton Media Networks, LLC, a Colorado limited liability company, Triton Radio Holdings, LLC, a Colorado limited liability company, Triton Radio Networks, LLC, a Colorado limited liability company, and Triton Radio Network Ventures, LLC, a Colorado limited liability company.

C. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Administrative Agent, on behalf of Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Credit Agreement.

Any term used in the Uniform Commercial Code and not defined in this Agreement or the Credit Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. **Security Interest.** As security for the Obligations (as defined in the Credit Agreement), Debtor hereby grants to Administrative Agent for itself and for the benefit of Secured Parties, a continuing security interest in and lien on all of such Debtor's right title and interest, whether now existing or hereafter arising or acquired, in and to the Trademarks (as defined in the General Security Agreement), including but not limited to the registered Trademarks listed on Exhibit A attached hereto (the "Collateral"). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.


3. **Incorporation by Reference.** Debtor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the Collateral are more fully set forth in the General Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

TRITONTM, INC.

By: 
Hiram Lazar, Treasurer and Secretary

CIT LENDING SERVICES
CORPORATION, as Administrative Agent

By: _____
Anthony Holland
Vice President

[CIT/Excelsior/Trademark Security Agreement (TritonTM)]

TRADEMARK

REEL: 003804 FRAME: 0912

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

TRITONTM, INC.

By: _____
Hiram Lazar, Treasurer and Secretary

CIT LENDING SERVICES
CORPORATION, as Administrative Agent

By: Anthony Holland
Anthony Holland
Vice President

[CIT/Excelsior/Trademark Security Agreement (TritonTM)]

TRADEMARK

REEL: 003804 FRAME: 0913

EXHIBIT A

TritonTM, Inc.

Trademarks

Trademark	Serial Number	Application Date	Registration Number	Registration Date
AUDIO ARCHITECTURE	75/273146	04 Apr 1997	2,281,970	28 Sep 1999
GOLDDISC	75/176997	17 Jun 1991	1,727,193	27 Oct 1992
GOLDDISC COMPACT DIGITAL AUDIO and Design	74/177000	17 Jun 1991	1,810,502	14 Dec 1993
GOLDDRIVE	75/413483	29 Dec 1997	2,228,167	2 Mar 1999
HITDISC	75/138077	05 Jul 1997	2,081,403	22 Jul 1997
IMAGIO	75/275224	03 APR 1997	2,150,857	14 Apr 1998