

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Triton MediaAmerica, Inc. | | 06/20/2008 | CORPORATION: NEW YORK |
| 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 75367607 | ACN | |
| 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 | | |
| ATTORNEY DOCKET NUMBER: | 23666.0222 | | |
| NAME OF SUBMITTER: | Christina London | | |
| Signature: | /christina london/ | | |
| Date: | 06/27/2008 | | |

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Total Attachments: 5

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**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 **TRITON MEDIAAMERICA, INC.**, a New York 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 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, TritonTM, Inc., a Delaware corporation, 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.

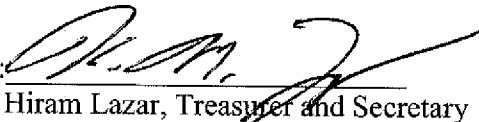
3. **Incorporation by Reference.** Debtor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the Collateral are more fully set forth in the General Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully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

TRITON MEDIAAMERICA, INC.

By: 
Hiram Lazar, Treasurer and Secretary

CIT LENDING SERVICES
CORPORATION, as Administrative Agent

By: _____
Anthony Holland
Vice President

[CIT/Excelsior/Trademark Security Agreement (Triton MediaAmerica)]

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.

TRITON MEDIAAMERICA, 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 (Triton MediaAmerica)]

TRADEMARK

REEL: 003804 FRAME: 0923

EXHIBIT A

Triton MediaAmerica, Inc.

Trademarks

| Trademark | Serial Number | Application Date | Registration Number | Registration Date |
|-----------|---------------|------------------|---------------------|-------------------|
| ACN | 75/367607 | 2 Oct 1997 | 2,240,394 | 20 Apr 1999 |