

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
AMFM Michigan, LLC		07/30/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A. as Administrative Agent		
Street Address:	2 Penns Way		
Internal Address:	Suite 100		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2694837	PHONE SCAMS	
Registration Number:	2527555	WAR OF THE ROSES	
Registration Number:	2137981	THE BREAKFAST CLUB	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	673185		

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TRADEMARK
REEL: 003828 FRAME: 0217

NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	08/04/2008
Total Attachments: 6 source=8-4-04 AMFM Michigan LLC.-TMpdf#page1.tif source=8-4-04 AMFM Michigan LLC.-TMpdf#page2.tif source=8-4-04 AMFM Michigan LLC.-TMpdf#page3.tif source=8-4-04 AMFM Michigan LLC.-TMpdf#page4.tif source=8-4-04 AMFM Michigan LLC.-TMpdf#page5.tif source=8-4-04 AMFM Michigan LLC.-TMpdf#page6.tif	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AMFM MICHIGAN, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware limited liability company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 07/30/2008

2. Name and address of receiving party(ies)

Name: Citibank, N.A., as

Internal

Address: Administrative AgentStreet Address: 2 Penns Way, Suite 100City: New Castle State: DE Zip: 19720

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) See Schedule IAdditional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James P. MurphyInternal Address: Cahill Gordon & Reindel LLPStreet Address: 80 Pine StreetCity: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ _____

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy

Name of Person Signing



Signature

August 1, 2008

Date

Total number of pages including cover sheet, attachments, and document: **6**

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of July 30, 2008, between the Grantor identified on the signature page hereto, and Citibank, N.A., as Administrative Agent for the Secured Parties.

Reference is made to the Principal Properties Security Agreement dated as of July 30, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among certain subsidiaries of Clear Channel Communications, Inc., a Texas corporation (the "**Company**"), and the Administrative Agent. The Secured Parties' agreements in respect of extensions of credit to the Company are set forth in the Credit Agreement dated as of May 13, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among BT TRIPLE CROWN MERGER CO., INC., to be merged with and into the Company, the subsidiary borrowers thereunder (collectively with the Company, the "**Borrowers**"), Clear Channel Capital I, LLC, a Delaware limited liability company, each lender from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**"), Citibank, N.A., as Administrative Agent, and the other agents named therein. The Grantor party hereto is an affiliate of the Borrowers and will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor, including those listed on Schedule I, and (b) all goodwill connected with the use of and symbolized by such marks; provided that the grant of security interest shall not include any trademark, service mark or other

application for registration 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, service mark or other application for registration.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor's Secured Obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Representations and Warranties. The Grantor represents and warrants to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by such Grantor, in whole or in part, is set forth in Schedule I.

Section 6. Miscellaneous. As applicable, the provisions of Article VI of the Security Agreement are hereby incorporated by reference.

[Signature pages follow.]

AMFM MICHIGAN, LLC

By CAPSTAR TX LIMITED
PARTNERSHIP, its sole member

By AMFM SHAMROCK TEXAS, INC., its
General Partner

by 

Name: Brian Coleman

Title: Senior Vice President/Treasurer

Trademark Security Agreement

TRADEMARK
REEL: 003828 FRAME: 0222

CITIBANK, N.A.,
as Administrative Agent

By:

Name:
Title:

Timothy P. Dilworth
Vice President

Signature Page to Trademark Security Agreement (AMFM MICHIGAN, LLC)

TRADEMARK
REEL: 003828 FRAME: 0223

Schedule I
Trademark Registrations and Use Applications

Trademark	Owner	Registration Number/ Serial Number
PHONE SCAMS	AMFM Michigan, LLC	2,694,837
WAR OF THE ROSES	AMFM Michigan, LLC	2,527,555
THE BREAKFAST CLUB	AMFM Michigan, LLC	2,137,981