

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	SECURITY INTEREST																																										
CONVEYING PARTY DATA																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>AMFM Operating Inc.</td> <td></td> <td>07/30/2008</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	AMFM Operating Inc.		07/30/2008	CORPORATION: DELAWARE																																			
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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: 28																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> </thead> <tbody> <tr><td>Registration Number:</td><td>2691704</td><td>COUNTRY LIVE TONIGHT</td></tr> <tr><td>Registration Number:</td><td>2689617</td><td>MEGA</td></tr> <tr><td>Registration Number:</td><td>2659776</td><td>MEGA 100</td></tr> <tr><td>Registration Number:</td><td>2562841</td><td>KOOL</td></tr> <tr><td>Registration Number:</td><td>2528092</td><td>BROWN BAG'S ARSENAL</td></tr> <tr><td>Registration Number:</td><td>2515911</td><td>PHONE SCAM</td></tr> <tr><td>Registration Number:</td><td>2513177</td><td>BROWN BAG'S FIREPOWER</td></tr> <tr><td>Registration Number:</td><td>2503218</td><td>AMFM RADIO NETWORKS</td></tr> <tr><td>Registration Number:</td><td>2497842</td><td>COUNTRY AFTER DARK WITH MICHELLE LEE OUTLAW</td></tr> <tr><td>Registration Number:</td><td>2467209</td><td>KOOL</td></tr> <tr><td>Registration Number:</td><td>2442205</td><td>STAR LOUNGE</td></tr> <tr><td>Registration Number:</td><td>2440113</td><td>COOL</td></tr> <tr><td>Registration Number:</td><td>2440112</td><td>COOL</td></tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2691704	COUNTRY LIVE TONIGHT	Registration Number:	2689617	MEGA	Registration Number:	2659776	MEGA 100	Registration Number:	2562841	KOOL	Registration Number:	2528092	BROWN BAG'S ARSENAL	Registration Number:	2515911	PHONE SCAM	Registration Number:	2513177	BROWN BAG'S FIREPOWER	Registration Number:	2503218	AMFM RADIO NETWORKS	Registration Number:	2497842	COUNTRY AFTER DARK WITH MICHELLE LEE OUTLAW	Registration Number:	2467209	KOOL	Registration Number:	2442205	STAR LOUNGE	Registration Number:	2440113	COOL	Registration Number:	2440112	COOL	
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Registration Number:	2403481	THE PEOPLE'S STATION
Registration Number:	2399318	KMEL JAMS
Registration Number:	2397163	LOVE ZONE
Registration Number:	2389848	
Registration Number:	1965305	KDWB 101.3
Registration Number:	1938924	KDWB
Registration Number:	1852636	TURN YOUR KNOB TO BOB
Registration Number:	1821715	THE TEAM
Registration Number:	1689316	GOOD TIMES AND GREAT OLDIES
Registration Number:	1549668	NOBODY PLAYS MORE MUSIC
Registration Number:	1528753	KMEN
Registration Number:	1513070	WOCL
Registration Number:	1506415	WUBE
Registration Number:	1506410	KGGI
Registration Number:	1397971	WALK

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	08/04/2008

Total Attachments: 7

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

AMFM OPERATING INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware corporation

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 Agent

Street Address: 2 Penns Way, Suite 100

City: 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 I

Additional number(s) attached ☒ Yes ☐ No

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

Name: James P. Murphy

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: _____

28

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: **7**

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 OPERATING INC.

By: Hamlet T. Newsom Jr.

Name: Hamlet T. Newsom Jr.
Title: Assistant Secretary

Trademark Security Agreement

TRADEMARK
REEL: 003828 FRAME: 0239




CITIBANK, N.A.,
as Administrative Agent

By: 

Name: Timothy P. Dilworth
Title: Vice President

Signature Page to Trademark Security Agreement (AMFM Operating Inc.)

Schedule I
Trademark Registrations and Use Applications

Trademark	Owner	Registration Number/ Serial Number
COUNTRY LIVE TONIGHT	AMFM Operating Inc.	2,691,704
MEGA	AMFM Operating Inc.	2,689,617
MEGA 100	AMFM Operating Inc.	2,659,776
KOOL 	AMFM Operating Inc.	2,562,841
BROWN BAG'S ARSENAL	AMFM Operating Inc.	2,528,092
PHONE SCAM	AMFM Operating Inc.	2,515,911
BROWN BAG'S FIREPOWER	AMFM Operating Inc.	2,513,177
AMFM RADIO NETWORKS	AMFM Operating Inc.	2,503,218
COUNTRY AFTER DARK WITH MICHELLE LEE OUTLAW	AMFM Operating Inc.	2,497,842
KOOL	AMFM Operating Inc.	2,467,209
STAR LOUNGE	AMFM Operating Inc.	2,442,205
COOL 	AMFM Operating Inc.	2,440,113
COOL	AMFM Operating Inc.	2,440,112
THE PEOPLE'S STATION	AMFM Operating Inc.	2,403,481
KMEL JAMS	AMFM Operating Inc.	2,399,318
LOVE ZONE	AMFM Operating Inc.	2,397,163
Design Only 	AMFM Operating Inc.	2,389,848

Trademark	Owner	Registration Number/ Serial Number
KDWB 101.3	AMFM Operating Inc.	1,965,305
KDWB	AMFM Operating Inc.	1,938,924
TURN YOUR KNOB TO BOB	AMFM Operating Inc.	1,852,636
THE TEAM	AMFM Operating Inc.	1,821,715
GOOD TIMES AND GREAT OLDIES	AMFM Operating Inc.	1,689,316
NOBODY PLAYS MORE MUSIC	AMFM Operating Inc.	1,549,668
KMEN	AMFM Operating Inc.	1,528,753
WOCL	AMFM Operating Inc.	1,513,070
WUBE	AMFM Operating Inc.	1,506,415
KGGI	AMFM Operating Inc.	1,506,410
WALK	AMFM Operating Inc.	1,397,971