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SEP 30 PM 1:46

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents on the new address(es) below.

9:30:08

1. Name of conveying party(ies):

CBS Radio Stations Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 30, 2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Entercom Austin, LLC

Internal Address: \_\_\_\_\_

Street Address: 401 City Avenue, Suite 809

City: Bala Cynwyd

State: PA

Country: United States Zip: 19004

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2517168, 2437549

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

KAMX, BABY EXTRAVANZA

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

Name: Entercom Austin, LLC

Internal Address: \_\_\_\_\_

Street Address: 401 City Avenue, Suite 809

City: Bala Cynwyd

State: PA Zip: 19004

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card 08/01/2008 0000002037168  
Refund Ref: 0000164578  
Expiration Date: \_\_\_\_\_

b. Deposit Account Number 0000002037168 Total: \$135.00

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

Stephen A. Hildebrandt, Vice President

Name of Person Signing

10/01/2008 DBYRNE 0000002037168

01 FC:8521 Date 40.00 DP

02 FC:8522 Total number of pages including cover 25.00 DP

sheet, attachments, and document: 4

## ASSIGNMENT OF AUSTIN TRADEMARKS

This Assignment of Trademarks (this "*Assignment*") is made as of November 30, 2007 by Texas CBS Radio L.P., a Delaware limited partnership ("*Assignor*"), to Entercom Austin, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor, with a place of business at 1515 Broadway, 46<sup>th</sup> Floor, New York, New York 10036, is the owner of registrations for the trademarks that are identified in Schedule A ("*Marks*") and desires to assign all of its right, title and interest in, to and under the Marks, together with the goodwill and business symbolized thereby;

WHEREAS, Assignee, with a place of business at 401 City Avenue, Suite 809, Bala Cynwyd, Pennsylvania 19004, desires to obtain all of Assignor's rights in, to and under the Marks; and

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "*Purchase Agreement*"), dated as of August 18, 2006, among Assignor, CBS Radio Stations Inc., a Delaware corporation, CBS Radio Inc. of Illinois, a Delaware corporation, and Assignee's corporate parent, Entercom Communications Corp., a Pennsylvania corporation ("*Entercom*"), as assigned in part by Entercom to Assignee, Assignor has agreed to assign all of its right, title and interest in, to and under the Marks 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 Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Marks, whether statutory or at common law, including all registrations and applications therefor, the right to recover for past infringement, and the goodwill associated with such Marks in the operation of the business of radio broadcast stations.

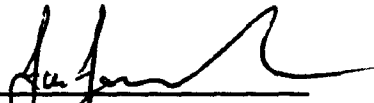
This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase 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.


**TEXAS CBS RADIO L.P.**

By: CBS Radio of Portland Inc.,  
its general partner

By:   
Joseph E. Janniello  
Senior Vice President & Treasurer

Sworn to before me this

29 day of November, 2007

  
Notary Public

**JULIE BEHUNIAK**  
Notary Public, State of New York  
No. 02BE6086953  
Qualified in New York County  
Commission Expires: 2/3/11

**SCHEDULE A**

<b>MARK</b>	<b>REG. NO.</b>
KAMX	Federal Registration No. 2517168
Baby Extravaganza	Federal Registration No. 2437549