

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		04/20/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Millenium Central New Jersey Asset Holdco, LLC
Street Address:	993 Lenox Drive
Internal Address:	Suite #200
City:	Lawrenceville
State/Country:	NEW JERSEY
Postal Code:	08648
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Millennium New Jersey Holdco, LLC
Street Address:	993 Lenox Drive
Internal Address:	Suite #200
City:	Lawrenceville
State/Country:	NEW JERSEY
Postal Code:	08648
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Millennium Radio Group, LLC
Street Address:	993 Lenox Drive
Internal Address:	Suite #200
City:	Lawrenceville
State/Country:	NEW JERSEY
Postal Code:	08648
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

900132288

**TRADEMARK
 REEL: 003974 FRAME: 0048**

CH \$315.00 1789961

Property Type	Number	Word Mark
Registration Number:	1789961	NEW JERSEY 101.5 FM RADIO
Registration Number:	1860011	NEWS JERSEY
Registration Number:	1896511	SPORTS JERSEY
Registration Number:	1918367	NEW JERSEY FAST TRAFFIC
Registration Number:	2228481	GREAT GOLD
Registration Number:	2232259	NOT NEW YORK, NOT PHILADELPHIA, PROUD TO BE NEW JERSEY
Registration Number:	2234145	NEW JERSEY GOLD
Serial Number:	75433797	HOUR OF RAGE
Registration Number:	2276866	JERSEY OLDIES
Registration Number:	2282256	NEW JERSEY'S OLDIES STATION
Registration Number:	2284210	NEW JERSEY OLDIES
Registration Number:	2315493	

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3129932647
Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	046454-0000
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	04/21/2009

Total Attachments: 4
source=Trademark Release#page1.tif
source=Trademark Release#page2.tif
source=Trademark Release#page3.tif
source=Trademark Release#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of April 20, 2009, from THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York), as agent to Millennium New Jersey Holdco, LLC, a Delaware limited liability company (the "Pledgor").

WITNESSETH:

WHEREAS, The Bank of New York Mellon acted as Administrative Agent (in such capacity, the "Agent") under that certain Credit and Guarantee Agreement, dated as of July 3, 2001 (the "2001 Credit Agreement"), among the Pledgor, as Borrower, Millennium Radio Group, LLC (the "Parent"), the subsidiary guarantors party thereto, the lenders party thereto and the Agent, as Administrative Agent;

WHEREAS, in connection with the 2001 Credit Agreement, the Pledgor and the Agent entered into that certain Security Agreement, dated as of July 3, 2001 (the "2001 Security Agreement"), among the Pledgor, the Parent, the other grantors party thereto, and the Agent, as Administrative Agent;

WHEREAS, the 2001 Credit Agreement was amended and restated by that certain Amended and Restated Credit and Guarantee Agreement, dated as of February 15, 2002 (the "Amended and Restated Credit Agreement"), among the Pledgor, as Borrower, the Parent, the subsidiary guarantors party thereto, the lenders party thereto, General Electric Capital Corporation, as Syndication Agent, Bank of Montreal, as Documentation Agent, and the Agent, as Administration Agent; and the 2001 Security Agreement was amended and restated by that certain Amended and Restated Security Agreement, dated as of February 15, 2002 (the "Amended and Restated Security Agreement"), among the Pledgor, the Parent, each of the other grantors party thereto and the Agent, as Administrative Agent;

WHEREAS, pursuant to the Amended and Restated Security Agreement, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted by the Pledgor to the Agent, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") on the dates and at the reels and frames as set forth on Schedule A;

WHEREAS, the Amended and Restated Credit Agreement was amended and restated by that certain Second Amended and Restated Credit and Guarantee Agreement, dated as of October 28, 2004 (the "Second Amended and Restated Credit Agreement"), among the Pledgor, as Borrower, the Parent, the subsidiary guarantors party thereto, the lenders party thereto, Harris Nesbitt as Syndication Agent, General Electric Capital Corporation, ING (U.S.) Capital LLC and Wells Fargo Bank, National Association, as Documentation Agents, and the Agent, as Administrative Agent;

WHEREAS, the Second Amended and Restated Credit Agreement was refinanced by that certain First Lien Credit and Guarantee Agreement, dated as of September 6, 2006 (the "2006 Credit Agreement") among the Pledgor, as Borrower, the Parent, the subsidiary guarantors party thereto, the lenders party thereto, UBS Securities LLC, as Syndication Agent, General Electric Capital Corporation, as Documentation Agent and the Agent, as Administrative Agent; and pursuant to such refinancing, all security interests and other liens granted pursuant to the Amended and Restated Security Agreement were terminated and released; and

WHEREAS, the Agent desires to terminate and release the entirety of the Security Interest in the Collateral recorded in the USPTO on August 6, 2003 at reel 2797 and frame 0398.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to the United States trademarks and service marks set forth on Schedule A attached hereto, which trademarks are registered in the USPTO (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof

2. Release: The Agent hereby terminates and releases in its entirety the Security Interest in the Collateral recorded in the USPTO on August 6, 2003 at reel 2797 and frame 0398 as further described on Schedule A hereto.

3. Recordation: The Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.

4. Further Assurance: The Agent hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. Modification: This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK MELLON, as
Administrative Agent

By: 
Name: DEAN/STEPHAN
Title: MANAGING DIRECTOR

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 20th day of April, 2009, before me personally appeared Dean Stephen
to me known who, being by me duly sworn, did depose and say that he is a Managing Director of
THE BANK OF NEW YORK MELLON, the corporation described herein and which executed the
foregoing instrument, and that he signed his name thereto pursuant to the authority granted by such
corporation.

Sylvia Cohen
Notary Public

SYLVIA COHEN
Notary Public, State of New York
No. 31-5747950
Qualified in New York County
Commission Expires July 31, 2010

SCHEDULE A

Trademark	Registration or Application Number	Filing Information	
		Reel/Frame	Recordation Date
New Jersey 101.5 FM Radio	1,789,961	2797/0398	08/06/2003
News Jersey	1,860,011	2797/0398	08/06/2003
Sports Jersey	1,896,511	2797/0398	08/06/2003
New Jersey Fast Traffic	1,918,367	2797/0398	08/06/2003
Great Gold	2,228,481	2797/0398	08/06/2003
Not New York, Not Philadelphia, Proud to	2,232,259	2797/0398	08/06/2003
New Jersey Gold	2,234,145	2797/0398	08/06/2003
Hour of Rage	2,258,255	2797/0398	08/06/2003
Jersey Oldies	2,276,866	2797/0398	08/06/2003
New Jersey's Oldies Station	2,282,256	2797/0398	08/06/2003
New Jersey Oldies	2,284,210	2797/0398	08/06/2003
Design only	2,315,493	2797/0398	08/06/2003