

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Max Radio of Denver LLC	formerly know as DRC Acquisition LLC	07/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Guggenheim Corporate Funding, LLC, as Administrative Agent		
Street Address:	135 East 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3293883	DISCO DOWNLOAD	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	caroline.geiger@weil.com		
Correspondent Name:	Caroline Paige Geiger		
Address Line 1:	Weil Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	51014.0017 C. GEIGER		
NAME OF SUBMITTER:	Caroline Paige Geiger		
Signature:	/Caroline Paige Geiger/		
Date:	08/03/2009		

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Total Attachments: 5

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2009, by the entity listed on the signature page hereof (the "Grantor"), in favor of Guggenheim Corporate Funding, LLC, as Administrative Agent (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2009 (as amended, supplemented or modified from time to time, the "Credit Agreement"), among Max Radio of Denver LLC (the "Borrower"), the Lenders parties thereto, and Guggenheim Corporate Funding, LLC, as Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Collateral Agreement, dated as of July 31, 2009, in favor of the Administrative Agent (the "Collateral Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Collateral Agreement.

2. Grant of Security Interest in Trademark Collateral

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its rights, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- i. all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- ii. all renewals of the foregoing;
- iii. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- iv. all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the

goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

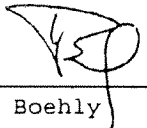
3. Collateral Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MAX RADIO OF DENVER LLC,
as Grantor

By: 
Name: Todd Boehly
Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

GUGGENHEIM CORPORATE FUNDING, LLC,
as Administrative Agent

By: 
Name: Bill Hagner
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 31st day of July, 2009 before me personally appeared Todd Boehly, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Max Radio of Denver, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its [Board of Managers] and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public

JOHN ELLSWORTH
Notary Public, State of New York
No. 01EL4995735
Qualified in New York County
Commission Expires June 6, 2010

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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**Schedule I
to
Trademark Security Agreement**

USPTO Trademark Registrations

1. DISCO DOWNLOAD (U.S. Reg. No. 3,293,883)

Colorado State Trademark Registrations

1. "Martini 101.5" (Colorado ID No. 20061126281)
2. "Martini 101.5 FM" (Colorado ID No. 20061126282)
3. "KTNI" (Colorado ID No. 20061126283)
4. "Denver's Martini On the Rockies" (Colorado ID No. 20061126284)
5. "Denver's Most Cosmopolitan Music Mix" (Colorado ID No. 20061126285)
6. "101.5 Martini On the Rockies" (Colorado ID No. 20061126286)
7. "Sassy 107 Your Music Your Generation" (Colorado ID No. 20061126287)
8. "Sassy 107 FM" (Colorado ID No. 20061126288)
9. "Disco Download" (Colorado ID No. 20061126289)
10. "KSYY" (Colorado ID No. 20061126290)
11. "Martini On the Rockies" (Colorado ID No. 20061126291)
12. "Martini" (Colorado ID No. 20061126292)
13. "Sassy" (Colorado ID No. 20061126293)
14. "Sassy 107" (Colorado ID No. 20061126294)
15. "Your Music . . . Your Generation" (Colorado ID No. 20061126295)

Trademark Licenses

None.