

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
Peak Broadcasting of Fresno, LLC		07/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
Peak Broadcasting of Boise, LLC		07/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DAG II, LLC		
Street Address:	Two Embarcadero Center, Suite 1670		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2397654	KMGV	
Registration Number:	2397655	KMJ	
Registration Number:	2397653	KSKS	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.434.1600		
Email:	trademark@howardrice.com		
Correspondent Name:	Catrine Galler Brown		
Address Line 1:	Three Embarcadero Center, 7th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111-4024		
ATTORNEY DOCKET NUMBER:	06133-0041		

CH \$90.00 2397654

NAME OF SUBMITTER:	Catrine Galler Brown
Signature:	/CGB_lmd/
Date:	09/03/2009
Total Attachments: 5 source=Peak_DAG_Sr_2nd_Lien#page1.tif source=Peak_DAG_Sr_2nd_Lien#page2.tif source=Peak_DAG_Sr_2nd_Lien#page3.tif source=Peak_DAG_Sr_2nd_Lien#page4.tif source=Peak_DAG_Sr_2nd_Lien#page5.tif	

TRADEMARK SECURITY AGREEMENT
(SENIOR SECOND LIEN)

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2009, by PEAK BROADCASTING OF FRESNO, LLC, a Delaware limited liability company, and PEAK BROADCASTING OF BOISE, LLC, a Delaware limited liability company (each a "Grantor", and collectively, the "Grantors"), in favor of DAG II, LLC, a Delaware limited liability company, in its capacity as Agent for the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Senior Second Lien Credit Agreement dated as of the date hereof by and among Grantors, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Grantors;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing second priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

PEAK BROADCASTING OF FRESNO, LLC,
a Delaware limited liability company

By: Peak Broadcasting, LLC,
a Delaware limited liability company

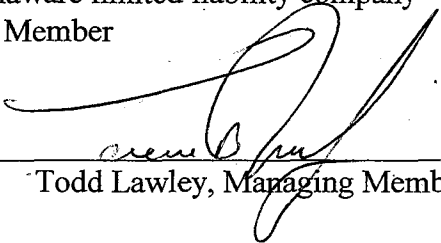
Its: Sole Member

By: 
Todd Lawley, Managing Member

PEAK BROADCASTING OF BOISE, LLC,
a Delaware limited liability company

By: Peak Broadcasting, LLC,
a Delaware limited liability company

Its: Sole Member

By: 
Todd Lawley, Managing Member

ACCEPTED AND ACKNOWLEDGED BY:

DAG II, LLC

By:


John Duff, Jr.

Managing Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA)
COUNTY OF San Francisco)

On July 29, 2009, before me, Dawn Marie Taylor,
NOTARY PUBLIC, personally appeared Todd Lawley,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dawn Marie Taylor



(Seal)

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
KMGV	2397654	October 24, 2000
KMJ	2397655	October 24, 2000
KSKS	2397653	October 24, 2000

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSE AGREEMENTS

Name of Agreement	Parties	Date of Agreement
KISS License Agreement (Fresno)	Infinity Broadcasting Corporation (<i>now</i> CBS) and Clear Channel Communications, Inc./Citicasters Co. ¹	July, 2002
KISS License Agreement (Boise)	Clear Channel Broadcasting, Inc.	
KISS FM & Design	Clear Channel Broadcasting, Inc.	June 28, 2007
KISSIN' COUNTRY	Clear Channel Broadcasting, Inc.	June 28, 2007
KISS	Citicaster Co.	June 28, 2007
KIIS FM (Sensory Mark)	Citicaster Co.	June 28, 2007
PLANET KISS 102.3	Clear Channel Broadcasting, Inc.	June 28, 2007
KISS-FM & Design	Clear Channel Broadcasting, Inc.	June 28, 2007
"MY" License Agreement	Clear Channel Broadcasting, Inc. ²	June 28, 2007

¹ This License Agreement is a Group Contract and the service mark KIIS and service mark KISS FM and design is only being assigned to the extent it pertains to CBS radio stations in the Fresno, California market being sold to Peak Broadcasting of Fresno, LLC under this Agreement.

² This License Agreement expires June 28, 2010 and will not be renewed.