

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																					
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY																					
CONVEYING PARTY DATA																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>Citibank, N.A., as Administrative Agent</td> <td></td> <td>12/31/2009</td> <td>National Association: DISTRICT OF COLUMBIA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Citibank, N.A., as Administrative Agent		12/31/2009	National Association: DISTRICT OF COLUMBIA														
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Citibank, N.A., as Administrative Agent		12/31/2009	National Association: DISTRICT OF COLUMBIA																			
RECEIVING PARTY DATA																						
Name:	Broadcast Architecture, Inc.																					
Street Address:	200 East Basse Road																					
City:	San Antonio																					
State/Country:	TEXAS																					
Postal Code:	78209																					
Entity Type:	CORPORATION: MASSACHUSETTS																					
PROPERTY NUMBERS Total: 6																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Property Type</th> <th style="text-align: center;">Number</th> <th style="text-align: center;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2262453</td> <td>BROADCAST ARCHITECTURE</td> </tr> <tr> <td>Registration Number:</td> <td>2769347</td> <td>LEGENDS OF JAZZ</td> </tr> <tr> <td>Registration Number:</td> <td>3350618</td> <td>SMOOTH JAZZ NETWORK</td> </tr> <tr> <td>Registration Number:</td> <td>3645397</td> <td>SMOOTH JAZZ TOP 20 COUNTDOWN</td> </tr> <tr> <td>Registration Number:</td> <td>3687956</td> <td>SMOOTH JAZZ TOP 20</td> </tr> <tr> <td>Registration Number:</td> <td>2389848</td> <td></td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	2262453	BROADCAST ARCHITECTURE	Registration Number:	2769347	LEGENDS OF JAZZ	Registration Number:	3350618	SMOOTH JAZZ NETWORK	Registration Number:	3645397	SMOOTH JAZZ TOP 20 COUNTDOWN	Registration Number:	3687956	SMOOTH JAZZ TOP 20	Registration Number:	2389848		
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Registration Number:	3687956	SMOOTH JAZZ TOP 20																				
Registration Number:	2389848																					
CORRESPONDENCE DATA																						
Fax Number:	(202)408-3141																					
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																						
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																					

CH \$165.00 2262453

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TRADEMARK
REEL: 004122 FRAME: 0979

ATTORNEY DOCKET NUMBER:	2378553 005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/31/2009
Total Attachments: 6 source=12-31-09 Citibank-Broadcast Architecture-TM#page1.tif source=12-31-09 Citibank-Broadcast Architecture-TM#page2.tif source=12-31-09 Citibank-Broadcast Architecture-TM#page3.tif source=12-31-09 Citibank-Broadcast Architecture-TM#page4.tif source=12-31-09 Citibank-Broadcast Architecture-TM#page5.tif source=12-31-09 Citibank-Broadcast Architecture-TM#page6.tif	

December 31, 2009

Clear Channel Communications, Inc.
200 East Basse Road
San Antonio, TX 78209
Attention: Brian Coleman

Re: Release

Gentlemen and Ladies:

Reference is hereby made to (i) that certain Principal Properties Security Agreement, dated as of July 30, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "PP Security Agreement"), among the grantors identified therein and Citibank, N.A., as Administrative Agent for the Secured Parties (in such capacity, the "Administrative Agent"), (ii) that certain Receivables Collateral Security Agreement, dated as of July 30, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "RC Security Agreement"), among the grantors identified therein and the Administrative Agent, (iii) that certain ABL Receivables Pledge and Security Agreement, dated as of July 30, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Security Agreement"), among the grantors identified therein and the Administrative Agent, (iv) that certain Trademark Security Agreement, dated as of July 30, 2008, as filed at the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0267 and that certain Trademark Security Agreement, dated as of July 30, 2008, as filed at the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0234 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreements" and, together with the PP Security Agreement, the RC Security Agreement and the ABL Security Agreement, the "Security Agreements") among the grantor identified therein and the Administrative Agent, (v) that certain Credit Agreement, dated as of May 13, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Cash Flow Credit Agreement"), among BT Triple Crown Merger Co., Inc., to be merged with and into Clear Channel Communications, Inc., a Texas corporation (the "Parent Borrower"), certain subsidiaries of the Parent Borrower from time to time party thereto, Clear Channel Capital I, LLC, a Delaware limited liability company, the Administrative Agent, the lenders from time to time party thereto and the other agents named therein, (vi) that certain Credit Agreement, dated as of May 13, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement" and, together with the Cash Flow Credit Agreement, the "Credit Agreements"), among BT Triple Crown Merger Co., Inc., to be merged with and into the Parent Borrower, certain subsidiaries of the Parent Borrower from time to time party thereto, Clear Channel Capital I, LLC, a Delaware limited liability company, the Administrative Agent, the lenders from time to time party thereto and the other agents named therein and (vii) that certain Stock Purchase Agreement, dated as of November 10, 2009 (the "Purchase Agreement"), among AMFM Radio Group, Inc., a Delaware corporation and wholly-owned subsidiary of the Parent

Borrower (the "Seller"), and BA Media Investments LLC, a California limited liability company (the "Buyer"), and attached hereto as Annex A. Capitalized terms used but not defined herein have the meanings assigned in the Cash Flow Credit Agreement, the ABL Credit Agreement, the PP Security Agreement, the RC Security Agreement, the ABL Security Agreement, the Trademark Security Agreements or the Purchase Agreement, as applicable, unless otherwise noted herein.

A. The Seller has entered into the Purchase Agreement pursuant to which the Seller intends to sell the Subject Shares (as defined in the Purchase Agreement) of Broadcast Architecture, Inc., a Massachusetts corporation and wholly-owned indirect subsidiary of the Parent Borrower (the "Released Guarantor"), to the Buyer (the "Sale").

B. In connection with the Sale, pursuant to an Officer's Certificate dated as of the date hereof (the "Officer's Certificate"), the Parent Borrower has requested that the Administrative Agent execute this Release to release the Released Guarantor, as well as its successors and assigns, from all liabilities and obligations of any and every kind or character, whether known or unknown, present or future, created pursuant to the Credit Agreements and the Security Agreements and release, discharge and disclaim, without covenant or warranty, express or implied, and without recourse to it, each lien, security interest and other encumbrance of any kind in respect of the Subject Shares, the Released Guarantor or any of its properties or assets created pursuant to the Credit Agreements or the Security Agreements.

C. The Administrative Agent has agreed to execute this Release and deliver any UCC termination statements or file this Release with the United States Patent and Trademark Office with respect to the Released Guarantor as may be necessary to effect such releases.

Accordingly, the Administrative Agent agrees as follows:

Section 1. Release of Guarantor. In reliance on the representations set forth in the Officer's Certificate and without independent investigation, the Administrative Agent, hereby fully, finally and forever releases the Released Guarantor, as well as its successors and assigns, from all liabilities and obligations of any and every kind or character, whether known or unknown, present or future, created pursuant to the Credit Agreements and the Security Agreements and hereby fully finally and forever releases, discharges and disclaims, without covenant or warranty, express or implied, and without recourse to it, each lien, security interest and other encumbrance of any kind in respect of the Subject Shares, the Released Guarantor or any of its properties or assets created pursuant to the Credit Agreements or the Security Agreements. Except as set forth above, this Release does not release any lien in respect of the Borrowers or any other Loan Party in favor of the Lenders pursuant to the Security Agreements or any other Loan Document.

Section 2. Further Assurances. The Administrative Agent irrevocably authorizes the Parent Borrower and its counsel to file, in the name and on behalf of the Administrative Agent and any other Secured Party, the UCC amendment statements set forth on Annex B hereto and this Release at the United States Patent and Trademark Office to release the U.S. Trademark

registrations and applications set forth on Schedule I hereto. The Administrative Agent agrees to authorize, execute and deliver to the Parent Borrower (at the expense of the Parent Borrower) each instrument, notice, release, agreement or certificate as the Parent Borrower or the Seller may reasonably request to more fully effectuate or evidence the releases set forth herein.

[Signature Page Follows]

Very truly yours,


CITIBANK, N.A.,
as Administrative Agent

By: 

Name: *Thomas M. Shinnick*

Title: *Vice President*

Schedule I
Trademark Registrations and Use Applications

Trademark	Owner	Registration Number/ Serial Number
BROADCAST ARCHITECTURE	Broadcast Architecture, Inc.	2,262,453
LEGENDS OF JAZZ	Broadcast Architecture, Inc.	2,769,347
SMOOTH JAZZ NETWORK	Broadcast Architecture, Inc.	3,350,618
SMOOTH JAZZ TOP 20 COUNTDOWN	Broadcast Architecture, Inc.	3,645,397
SMOOTH JAZZ TOP 20	Broadcast Architecture, Inc.	3,687,956
Design Only 	Broadcast Architecture, Inc.	2,389,848