

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
Regent Communications, Inc.		04/27/2010	CORPORATION: DELAWARE
Regent Broadcasting of Buffalo, Inc.		04/27/2010	CORPORATION: DELAWARE
Regent Broadcasting of Erie, Inc.		04/27/2010	CORPORATION: DELAWARE
Regent Broadcasting of Evansville/Owensboro, Inc.		04/27/2010	CORPORATION: DELAWARE
Regent Broadcasting of Grand Rapids, Inc.		04/27/2010	CORPORATION: DELAWARE
Regent Broadcasting of Lafayette, LLC		04/27/2010	LIMITED LIABILITY COMPANY: DELAWARE
Regent Broadcasting of Lancaster, Inc.		04/27/2010	CORPORATION: DELAWARE
Regent Broadcasting of St. Cloud, Inc.		04/27/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2325 Lakeview Parkway
Internal Address:	Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78359169	HAWAIIAN SHIRT FRIDAY
Serial Number:	75699251	WECK
Serial Number:	75699253	WJYE

OP \$1115.00 78359169

Serial Number:

73548730

WYRK

CORRESPONDENCE DATA

Fax Number: (203)325-5001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2033255061

Email: kdonohue@fdh.com

Correspondent Name: Kathleen Donohue, Finn Dixon & Herling

Address Line 1: 177 Broad Street

Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:

2692.060

NAME OF SUBMITTER:

Kathleen Donohue

Signature:

/s/ Kathleen Donohue

Date:

04/28/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 27, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Parent, Holdings, the Lenders and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to provide term loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein (including the recitals hereof) without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such 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 right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

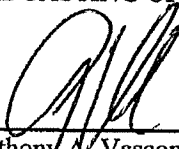
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

REGENT COMMUNICATIONS, INC.
REGENT BROADCASTING OF BUFFALO, INC.
REGENT BROADCASTING OF ERIE, INC.
REGENT BROADCASTING OF EVANSVILLE/OWENSBORO, INC.
REGENT BROADCASTING OF GRAND RAPIDS, INC.
REGENT BROADCASTING OF LAFAYETTE, LLC
REGENT BROADCASTING OF LANCASTER, INC.
REGENT BROADCASTING OF ST. CLOUD, INC.,
as Grantors

By: _____


Name: Anthony A. Vasconcellos
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004194 FRAME: 0306

ACKNOWLEDGMENT OF GRANTOR

STATE OF KENTUCKY)
COUNTY OF KENTON) ss.

On this 26 day of APRIL, 2010 before me personally appeared ANTHONY A. VASCONCELAS who executed the foregoing instrument on behalf of RECENT, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Betty J. Gillen
Notary Public

BETTY J. GILLEN
Notary Public, Kentucky State at Large
My Commission Expires Oct. 1, 2011

ACCEPTED AND AGREED
as of the date first above written:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent and Collateral Agent

By: *Jonathan E. Ball*
Name: JONATHAN E. BALL
Title: Duly Authorized Signatory

[IP SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

TRADEMARK	JURISDICTION	REGISTRANT	SERIAL NO.	REG. NO.	REG. DATE
HAWAIIAN SHIRT FRIDAY	U.S. Federal	REGENT BROADCASTING OF ERIE, INC.	78359169	2923219	2/1/2005
WECK	U.S. Federal	REGENT BROADCASTING OF BUFFALO, INC.	75699251	2326673	3/7/2000
WJYE	U.S. Federal	REGENT BROADCASTING OF BUFFALO, INC.	75699253	2326675	3/7/2000
WYRK	U.S. Federal	REGENT BROADCASTING OF BUFFALO, INC.	73548730	1383700	2/18/1986
REV 96.7 MODERN ROCK REVOLUTION	U.S. State Minnesota	REGENT BROADCASTING OF ST. CLOUD, KKSJ-FM	-	25001962	9/10/2007
WORKING WOMENS WEDNESDAY	U.S. State Indiana	REGENT COMMUNICATIONS-WDKS	-	20070386	5/11/2007
STUFF A BUS	U.S. State Indiana	REGENT COMMUNICATIONS, INC.	-	20070026	1/4/2007
THE DAWG	U.S. State Louisiana	REGENT BROADCASTING OF LAFAYETTE INC	-	-	10/7/2005
THE DAWG	U.S. State Louisiana	REGENT BROADCASTING OF LAFAYETTE INC	-	-	10/7/2005
WORKING WOMAN WEDNESDAY	U.S. State Indiana	REGENT COMMUNICATION - WDKS CORPORATION	-	20050235	4/19/2005
RADIO BLOOMINGTON	U.S. State Illinois	REGENT BROADCASTING OF LANCASTER, INC.	-	93064	9/22/2004
RADIO BLOOMINGTON	U.S. State Illinois	REGENT BROADCASTING OF LANCASTER, INC.	-	93065	9/22/2004
VALUE CONNECTION	U.S. State Minnesota	REGENT BROADCASTING OF ST. CLOUD	-	9411492	6/22/2004
ACADIANA'S HIP HOP STATION	U.S. State Louisiana	REGENT BROADCASTING OF LAFAYETTE, INC. DELAWARE,	-	-	11/12/2003
HOT 107.9	U.S. State Louisiana	REGENT BROADCASTING OF LAFAYETTE, INC.	-	-	11/12/2003
CHANCE ENCOUNTERS	U.S. State Michigan	REGENT BROADCASTING OF GRAND RAPIDS, INC.	-	M04613	9/30/2003
MEET MARKET	U.S. State Michigan	REGENT BROADCASTING OF GRAND RAPIDS, INC.	-	M04623	9/30/2003
IT FEST	U.S. State Michigan	REGENT BROADCASTING OF GRAND RAPIDS	-	M05266	3/20/2003
TNL	U.S. State Michigan	REGENT BROADCASTING OF GRAND RAPIDS	-	M05268	3/20/2003
PLANET RADIO	U.S. State Louisiana	REGENT BROADCASTING OF LAFAYETTE, INC	-	-	1/22/1997
TODAY'S WOMAN	U.S. State Michigan	REGENT BROADCASTING OF GRAND RAPIDS, INC.	-	M04567	-