

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Assignment of Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIT Lending Services Corporation		08/02/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Toronto Dominion (Texas) LLC, as successor Administrative Agent		
<b>Street Address:</b>	31 West 52nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2240394	ACN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-239-0310		
<b>Email:</b>	jdavis@eapdlaw.com		
<b>Correspondent Name:</b>	Jessica Davis		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	23666.0222		
<b>NAME OF SUBMITTER:</b>	Jessica Davis		
<b>Signature:</b>	/JDavis/		
<b>Date:</b>	08/20/2010		

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**Total Attachments: 4**

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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

**THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this "Assignment") dated as of August 2, 2010 is made by **CIT LENDING SERVICES CORPORATION**, a Delaware corporation, in its capacity as Administrative Agent pursuant to the Credit Agreement as defined in that Security Agreement referred to below (in such capacity, the "Assignor"), and **TORONTO DOMINION (TEXAS) LLC**, a Delaware limited liability company, as successor Administrative Agent (in such capacity, together with its successors and assigns, the "Assignee").

### RECITALS

WHEREAS, Triton MediaAmerica, Inc., a New York corporation ("Triton MediaAmerica") and others (collectively, the "Debtors"), are parties to a certain Amended and Restated Security Agreement dated as of June 20, 2008 in favor of the Assignor (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein without definition have the meanings assigned to such terms in the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Triton MediaAmerica executed and delivered a certain Trademark Security Agreement dated as of June 20, 2008, in favor of the Assignor and recorded with the United States Patent and Trademark Office on June 27, 2008, in Reel 003804, Frame 0918 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") with respect to the Trademarks described on Exhibit A hereto; and

WHEREAS, pursuant to a certain Fourth Amendment to Credit Agreement and a certain Agreement Regarding Agency Resignation Appointment and Acceptance of even date herewith, the Assignor is, contemporaneously herewith, resigning as Administrative Agent, under, among other documents, the Security Agreement, and the Assignee is, contemporaneously herewith, accepting the appointment as successor Administrative Agent, under, among other documents, the Security Agreement, and, in furtherance of the foregoing and contemporaneously herewith, the Assignor is irrevocably assigning and transferring to the Assignee, and the Assignee is accepting, all the estates, properties, rights, powers and duties of the Assignor in, to and under, among other documents, the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated by reference herein.

In furtherance of the foregoing, the Assignor hereby assigns and transfers irrevocably to the Assignee and its successors and assigns, all the rights, title, interests, powers and duties of the Assignor in, to and under the Trademark Security Agreement, and the Assignee hereby accepts such assignment and accepts all the rights, title, interests, powers and duties of the Assignor under and pursuant to the Trademark Security Agreement.

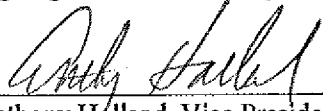
This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment may be executed by the parties hereto in several counterparts hereof and by the different parties hereto on separate counterparts hereof, all of which counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark Security Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

**ASSIGNOR:**

CIT LENDING SERVICES CORPORATION,  
as resigning Administrative Agent

By:   
Anthony Holland, Vice President

**ASSIGNEE:**

TORONTO DOMINION (TEXAS) LLC,  
as successor Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark Security Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

**ASSIGNOR:**

CIT LENDING SERVICES CORPORATION,  
as resigning Administrative Agent

By: \_\_\_\_\_  
Anthony Holland, Vice President

**ASSIGNEE:**

TORONTO DOMINION (TEXAS) LLC,  
as successor Administrative Agent

By: \_\_\_\_\_  
Name: **BEBI YASIN**  
Title: **AUTHORIZED SIGNATORY**

**EXHIBIT A**

**Triton MediaAmerica, Inc.**

**Trademarks**

Trademark	Serial Number	Application Date	Registration Number	Registration Date
ACN	75/367607	2 Oct 1997	2,240,394	20 Apr 1999