

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Assignment of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIT Lending Services Corporation		08/02/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Toronto Dominion (Texas) LLC, as successor Administrative Agent
Street Address:	31 West 52nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78685342	SAM SIMPLY ABOUT MUSIC
Serial Number:	78685348	SAM SIMPLY ABOUT MUSIC
Serial Number:	76578538	THE DAILY BULLSHEET
Registration Number:	2509156	RICK JACKSON'S COUNTRY HALL OF FAME
Registration Number:	3091894	COUNTRY KICKERS
Registration Number:	3069737	X RADIO NETWORKS
Registration Number:	3069736	X PREP GOLD
Registration Number:	3067089	URBAN FUN FACTORY
Registration Number:	3067088	XPREP
Registration Number:	3025165	GOSPEL TRAXX
Registration Number:	2476075	THE DAILY BULLSHEET

CORRESPONDENCE DATA

Fax Number: (617)227-4420

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

TRADEMARK

900169880

REEL: 004264 FRAME: 0468

CH \$290.00 78685342

Phone: 617-239-0310
Email: jdavis@eapdlaw.com
Correspondent Name: Jessica Davis
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	23666.0222
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NAME OF SUBMITTER:	Jessica Davis
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Signature:	/Jdavis/
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Date:	08/20/2010
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Total Attachments: 4 source=TM 1 Excelsior 3668.295#page1.tif source=TM 1 Excelsior 3668.295#page2.tif source=TM 1 Excelsior 3668.295#page3.tif source=TM 1 Excelsior 3668.295#page4.tif
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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, Excelsior Radio Networks, LLC, a Delaware limited liability company ("Excelsior"), and others, 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, Excelsior previously executed and delivered a certain Trademark Security Agreement dated as of November 1, 2007, in favor of the Assignor and recorded with the United States Patent and Trademark Office on November 28, 2007, in Reel 003668, Frame 0295 (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

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Sam Simply About Music	78685342	8/4/2005	Pending	Pending
Sam Simply About Music	78685348	8/4/2005	Pending	Pending
The Daily Bullsheet	76578538	3/1/2004	Pending	Pending
Rick Jackson's Country Hall of Fame	76032256	4/24/2000	2509156	11/20/2001
Country Kickers	76578541	3/1/2004	3091894	5/16/2006
X Radio Networks	76578543	3/1/2004	3069737	3/21/2006
X Prep Gold	76578539	3/1/2004	3069736	3/21/2006
Urban Fun Factory	76578542	3/1/2004	3067089	3/14/2006
XPrep	76578540	3/1/2004	3067088	3/14/2006
Gospel Traxx	76559990	10/28/2003	3025165	12/13/2005
The Daily Bullsheet	75417381	12/31/1997	2476075	8/7/2001