

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ThumbPlay, Inc.		02/28/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Clear Channel Acquisition LLC		
Street Address:	200 East Basse Road		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78209		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3899039	THUMBPLAY MUSIC	
Registration Number:	3308375	THUMBPLAY	
Registration Number:	3279363	THUMBPLAY	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	10321-22 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		

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**TRADEMARK
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Signature:	/Renee M. Prescan/
Date:	03/08/2011
Total Attachments: 7 source=16(b). Trademark Assignment (Executed)_(18480325_1)#page1.tif source=16(b). Trademark Assignment (Executed)_(18480325_1)#page2.tif source=16(b). Trademark Assignment (Executed)_(18480325_1)#page3.tif source=16(b). Trademark Assignment (Executed)_(18480325_1)#page4.tif source=16(b). Trademark Assignment (Executed)_(18480325_1)#page5.tif source=16(b). Trademark Assignment (Executed)_(18480325_1)#page6.tif source=16(b). Trademark Assignment (Executed)_(18480325_1)#page7.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 28, 2011 ("Effective Date") by and between **THUMBPLAY, INC.**, a Delaware corporation, with its principal office at 599 Broadway-8th Floor, New York, NY 10012, USA ("Assignor"), and **CLEAR CHANNEL ACQUISITION LLC**, a limited liability company of the state of Delaware, with its principal office at 200 East Basse Road, San Antonio, TX 78209, USA ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, and the Foreign trademark registrations set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any

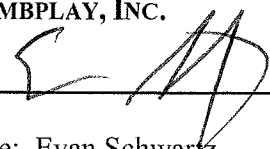
of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

* * * * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

THUMBPLAY, INC.

By:  _____

Name: Evan Schwartz

Title: Chief Executive Officer

CLEAR CHANNEL ACQUISITION LLC

By: _____

Name: Brian Coleman

Title: SVP and Treasurer

Signature Page Trademark Assignment

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.


THUMBPLAY, INC.

By: _____

Name: _____

Title: _____

~~CLEAR CHANNEL ACQUISITION LLC~~

By:  _____

Name: Brian Coleman

Title: SVP and Treasurer

Signature Page Trademark Assignment

TRADEMARK
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SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Serial Number Filing Date	Registration Number Registration Date
THUMBPLAY MUSIC	77/926895 2/3/2010	3899039 1/4/2011
THUMBPLAY	78/561162 2/4/2005	3308375 10/9/2007
THUMBPLAY	78/561160 2/4/2005	3279363 8/14/2007

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

None

SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Mark	Country	Serial Number Filing Date	Registration Number Registration Date
THUMBPLAY	Canada	1376878 12/20/2007	TMA720320 8/6/2008
THUMBPLAY	European Community	6543318 12/24/2007	6543318 4/6/2009
THUMBPLAY	Japan	2008-102489 12/19/2008	5283693 11/27/2009
THUMBPLAY	Japan	2010-003972 1/22/2010	5334674 7/2/2010
THUMBPLAY	Japan	2009-071464 9/17/2009	5327885 6/4/2010
THUMBPLAY	Japan	2009-071463 9/17/2009	5292695 1/8/2010