

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the NATURE OF CONVEYANCE TO READ "ASSUMPTION AGREEMENT AND CONSENT" previously recorded on Reel 000515 Frame 0944. Assignor(s) hereby confirms the ASSUMPTION AGREEMENT AND CONSENT.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MUTUAL BROADCASTING SYSTEM, INC.		11/20/1985	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	MBS ACQUISITION CORP.
<b>Street Address:</b>	8966 WASHINGTON BOULEVARD
<b>City:</b>	CULVER CITY
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90232
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1162201	M
Registration Number:	1180512	MUTUAL RADIO NETWORKS
Registration Number:	1180513	MUTUAL SOUTHWEST RADIO NETWORK
Registration Number:	1180514	MUTUAL BLACK NETWORK
Registration Number:	1180515	MUTUAL RADIO SPORTS
Registration Number:	1186135	MUTUAL BROADCASTING SYSTEM

**CORRESPONDENCE DATA**

Fax Number: (312)862-2200  
 Phone: 3128623312  
 Email: patrick.lau@kirkland.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**900204966**

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 REEL: 004643 FRAME: 0918**

**CH \$165.00 1162201**

Correspondent Name: Kirkland & Ellis LLP  
Address Line 1: 300 North LaSalle  
Address Line 2: c/o Patrick Lau, Legal Assistant  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 22291-10 PL

NAME OF SUBMITTER: Patrick Lau

Signature: /pl/

Date: 10/18/2011

**Total Attachments: 39**

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*Note: The document recorded at Reel/Frame 0515/0944 does not contain a cover sheet. A cover sheet was not required when the document was recorded on January 31, 1986.*

ASSUMPTION AGREEMENT AND CONSENT

THIS ASSUMPTION AGREEMENT AND CONSENT

("Agreement") is made and entered into as of this second day of December, 1985, by and among Westwood One, Inc., a Delaware corporation ("Purchaser"), Mutual Broadcasting System, Inc., a Delaware corporation ("Seller"), and MBS Acquisition Corp., a Delaware corporation ("Transferee") which is a wholly owned subsidiary of Purchaser. Seller is a wholly owned subsidiary of Amway Communications Corp., which is a wholly owned subsidiary of Amway Corporation (Amway) which is a party to certain of the Sale Documents, as defined below.

RECITALS

A. Purchaser and Seller have entered into that certain Agreement for the Purchase of Certain Network Assets of Mutual Broadcasting System, Inc., by Westwood One, Inc., dated as of September 30, 1985 ("Sale Agreement") pursuant to which Seller is selling to Purchaser the Purchased Assets. Capitalized terms used herein without definition shall have the same meaning as in the Sale Agreement unless the context clearly requires otherwise.

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B. As part of the consideration for the Purchased Assets under the Sale Agreement, Purchaser is delivering to Seller two Promissory Notes in the respective principal amounts of \$5,000,000.00 and \$8,000,000.00, each dated as of December 2, 1985, executed by Purchaser in favor of Seller.

C. Pursuant to a Security Agreement and a Security Agreement-Intellectual Property, both dated as of December 2, 1985, Purchaser has granted to Seller a security interest in all of Purchaser's right, title and interest in and to the Purchased Assets.

D. Purchaser desires Seller's consent to the transfer of the Purchased Assets to Transferee, subject to all obligations, liabilities and duties of Purchaser (the "Transfer"), as required by the Security Agreement at Section 5(f) and the Security Agreement-Intellectual Property at Section 6(g).

NOW, THEREFORE, the parties agree as follows:

1. In consideration of Seller's consent to the Transfer, Transferee hereby assumes all of Purchaser's obligations, liabilities and duties under, and Transferee hereby agrees to be jointly and severally bound with

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Purchaser by, the Sale Agreement and all other agreements, instruments and documents executed by Purchaser in connection therewith ("Sale Documents") including, without limitation:

- (i) the Series A (\$5,000,000) Promissory Note (Exhibit 2.3(a) to the Sale Agreement);
- (ii) the Series B (\$8,000,000) Promissory Note (Exhibit 2.3(b) to the Sale Agreement);
- (iii) the Assumption of Obligations and Liabilities (Exhibit 3.3 to the Sale Agreement);
- (iv) the Covenants Not to Compete (Exhibit 3.4(a) to the Sale Agreement);
- (v) the Security Agreement (Exhibit 3.4(c) to the Sale Agreement);
- (vi) the Security Agreement-Intellectual Property (Exhibit 3.4(d) to the Sale Agreement);
- (vii) the Advertising Time Agreement (Exhibit 3.4(e) to the Sale Agreement);
- (viii) the Distribution Agreement (Exhibit 3.4(f) to the Sale Agreement); and
- (ix) the Purchaser's Certificate (Exhibit 7.1 to the Sale Agreement).

2. Purchaser hereby agrees that, notwithstanding the Transfer, it shall remain jointly and severally liable

to Seller and Amway for each and every duty, obligation and liability of Purchaser under the the Sale Documents. This Agreement is neither a modification of nor an amendment to any of the Sale Documents.

3. The Transferee hereby makes all representations and warranties made by Purchaser in the Sale Documents as though made by the Transferee initially. It shall be an event of default under the Sale Documents if Transferee ceases to remain a wholly owned subsidiary of Purchaser.

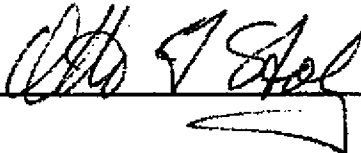
4. Purchaser and Transferee shall deliver at the Closing an opinion of Messrs. Rogers & Wells, special counsel to Purchaser and Transferee, dated as of the Closing Date, in form and substance satisfactory to Seller, to the effect that this Agreement is a valid and binding obligation of Purchaser and Transferee and enforceable against them in accordance with its terms.

5. The parties hereto agree that this Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

6. On the basis of the foregoing and conditioned thereon, Seller hereby consents to the Transfer.

MUTUAL BROADCASTING SYSTEM, INC.  
(Seller)

WESTWOOD ONE, INC.  
(Purchaser)

By 

By \_\_\_\_\_

Name Otto G. Stolz

Name \_\_\_\_\_

Title Executive Vice President

Title \_\_\_\_\_

Date November 20, 1985

Date \_\_\_\_\_

MBS ACQUISITION CORP.  
(Transferee)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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6. On the basis of the foregoing and conditioned thereon, Seller hereby consents to the Transfer.

~~\_\_\_\_\_~~  
MUTUAL BROADCASTING SYSTEM, INC.  
(Seller)

~~WOOD ONE, INC.~~  
(Purchaser)

By \_\_\_\_\_

By

*Arthur E. Lewis*

Name \_\_\_\_\_

Name

Arthur E. Lewis

Title \_\_\_\_\_

Title

Executed Via Power

Date \_\_\_\_\_

Date

MBS ACQUISITION CORP.  
(Transferee)

By \_\_\_\_\_

Name Arthur E. Lewis

Title Executed Via Power

Date \_\_\_\_\_

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STATE OF Michigan )  
 )  
COUNTY OF Kent ) ss:

On this 20th day of November, 1985,  
~~before me~~ personally appeared ~~George~~ Stolz,  
to me known, who, being by me duly sworn, did depose and say  
that he resides at 7575 E. Fulton, Ada, MI  
[address] and that he is Executive Vice President [title]  
of Mutual Broadcasting System, Inc., the corporation  
described in and which executed the foregoing instrument;  
that he knows the seal of said corporation; that the seal  
affixed to said instrument is such corporate seal; that it  
was affixed by order of the Board of Directors of said  
corporation, and that he signed his name thereto by like  
order.

Valery K. Shephard  
Notary Public

Notary Public, Ionia County, Michigan  
Acting in Kent County, Michigan  
My Commission Expires Oct 30, 1991

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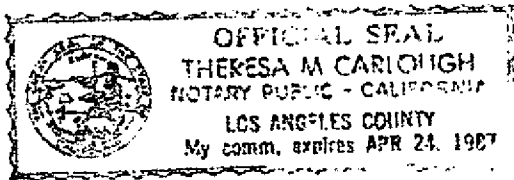
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STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

ss:

On this 14 day of November, 1985,  
before me personally appeared Arthur C. Senari,  
to me known, who, being by me duly sworn, did depose and say  
that he resides at 9540 Washington Boulevard, Culver City, CA 90232  
[address] and that he is Executive Vice President [title]  
of MBS Acquisition Corp., the corporation described in and  
which executed the foregoing instrument; that he knows the  
seal of said corporation; that the seal affixed to said  
instrument is such corporate seal; that it was affixed by  
order of the Board of Directors of said corporation, and  
that he signed his name thereto by like order.

Theresa M. Carloni  
Notary Public

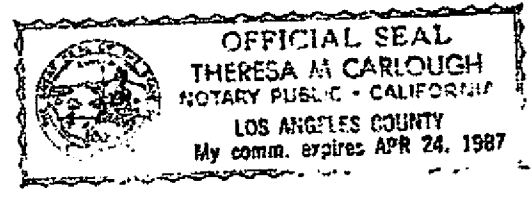


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STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF LOS ANGELES )

On this 14 day of November, 1985,  
before me personally appeared Arthur F. Jensen,  
to me known, who, being by me duly sworn, did depose and say  
that he resides at 9540 Washington Boulevard, Culver City, CA 90232  
[address] and that he is Executive Vice President [title]  
of Westwood One, Inc., the corporation described in and  
which executed the foregoing instrument; that he knows the  
seal of said corporation; that the seal affixed to said  
instrument is such corporate seal; that it was affixed by  
order of the Board of Directors of said corporation, and  
that he signed his name thereto by like order.

Theresa M. Carlough  
Notary Public



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Exhibit 3.4(d)  
to Agreement for the Purchase  
of Certain Network Assets  
SECURITY AGREEMENT - INTELLECTUAL PROPERTY

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SECURITY AGREEMENT - INTELLECTUAL PROPERTY

THIS SECURITY AGREEMENT - INTELLECTUAL PROPERTY (the "Intellectual Security Agreement") is entered into as of December 2, 1985, by and between WESTWOOD ONE, INC., a Delaware corporation ("Debtor") whose principal place of business is 8966 Washington Blvd., Culver City, CA 90232, and MUTUAL BROADCASTING SYSTEM, INC., a Delaware corporation ("Secured Party").

Recitals

A. Debtor, as Purchaser, and Secured Party, as Seller, have entered into an Agreement for the Purchase of Certain Network Assets of Mutual Broadcasting System, Inc. by Westwood One, Inc., dated as of September 30, 1985 (the "Sale Agreement.")

B. As part of the consideration for the purchase of assets of Secured Party under the Sale Agreement, Secured Party has agreed to make concurrently herewith a purchase money loan to Debtor in the original principal sum of \$13,000,000.00 (the "Loan") as more particularly described in the Sale Agreement.

C. The Loan is evidenced by two Promissory Notes in the respective principal amounts of \$5,000,000.00 and \$8,000,000.00, each of even date herewith, executed by Debtor in favor of Secured Party (the "Notes"). It is a condition of the making of the Loan by Secured Party to Debtor that the Loan be secured by certain of Debtor's assets pursuant to a Security Agreement of even date herewith (the "Security Agreement") and this Intellectual Security Agreement. This Intellectual Security Agreement, the Sale Agreement, the Notes, the Security Agreement, the Sale of Restricted Securities and Registration Rights Agreement contemplated by Section 3.4(b) of the Sale Agreement and all other documents and instruments executed by Debtor in connection with or to evidence or secure payment of the Loan, including without limitation any Assignments and other documents or instruments related thereto, if any, will hereinafter be referred to collectively as the "Sale Documents."

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## Agreement

NOW, THEREFORE, in consideration of the Secured Party's agreement to make the Loan, Debtor agrees as follows:

1. Security Interest. Debtor hereby grants and assigns to Secured Party as of the date of this Agreement a security interest in all of Debtor's right, title and interest in and to (i) the intellectual property listed on Exhibit A attached hereto and all trademarks, tradenames, service marks, copyrights and patents that may hereafter be used by Debtor in connection with the business of the Division, as this term is defined in the Security Agreement (collectively the "Intellectual Property") and the goodwill of the business associated with the Intellectual Property and the Division, all customer lists and other records of Debtor relating to the use of the Intellectual Property and all registrations and recordings thereof; and (ii) any and all proceeds arising from the transfer, sale and/or licensing of the Intellectual Property and any claims by Debtor against third parties for infringement of the Intellectual Property (collectively, the "Collateral").

2. Obligations Secured. This Agreement secures the payment and performance of all obligations of Debtor to Secured Party under the Notes. Debtor's obligations secured by the Collateral (the "Obligations") also include any and all amounts expended by Secured Party in the enforcement (judicially or otherwise) or the exercise of its rights under the terms of this Agreement, the Security Agreement and the Notes, including reasonable attorneys' fees.

3. Representations and Warranties. Debtor represents and warrants that (a) Debtor has, and will have, good title to the Collateral, (b) Debtor has not previously assigned or encumbered the Collateral, and no security agreement, mortgage, pledge, assignment or financing statement covering any of the Collateral has been delivered to any other person or entity, (c) Debtor will cause the registrations of the Intellectual Property acquired after the date hereof to be valid and in full force and effect, (d) Debtor's principal place of business is located at the address specified above, and (e) Debtor shall not change its principal place of business or change its name without 30 days' prior written notice to Secured Party.

4. Rights of Secured Party. Upon failure of Debtor to do the following, after written request or demand

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by Secured Party to do so, Secured Party shall have the right to make any payments and do any other acts Secured Party may deem necessary to protect its security interest in the Collateral, including, without limitation, the rights to pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Secured Party appears to be prior to or superior to the security interest granted hereunder, and appear in and defend any action or proceeding purporting to affect its security interest in and/or the value of the Collateral, and in exercising any such powers or authority, the right to pay all expenses incurred in connection therewith, including reasonable attorneys' fees. Debtor hereby agrees to reimburse Secured Party for all payments made and expenses incurred by reason of Debtor's failure to protect the Collateral from such liens or claims, or to contest such liens in good faith, which amounts shall be secured under this Security Agreement. Secured Party shall have no obligation to make any of the foregoing payments or perform any of the foregoing acts.

5. Collateral Designation Statement. Debtor shall, from time to time within ten (10) days after written request by Secured Party, deliver to Secured Party a written statement indicating the description and location of all records, license agreements, and other documents concerning the Collateral then subject to this Agreement.

6. Other Undertakings. In addition to Debtor's obligations under the other Sale Documents, Debtor, at its sole cost, agrees (a) to perform all acts and execute all documents reasonably requested by Secured Party to evidence, perfect, maintain, record and/or enforce Secured Party's interest in the Collateral, including without limitation, execution of an Assignment for Security substantially in the form of Exhibit B attached hereto with respect to existing Collateral and Collateral acquired hereafter by Debtor, (b) to continue to use the Intellectual Property in order to maintain the Intellectual Property in full force, free from any claim of abandonment for nonuse, (c) to take all necessary steps to maintain each application and registration of the Intellectual Property, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other jurisdiction or any political subdivision where the same are presently maintained or are maintained at the time Debtor acquires the same for the Division, (d) to pay and discharge all taxes, assessments and other charges or

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levies against the Collateral prior to delinquency thereof, (e) to have and maintain insurance at all times with respect to all Collateral against such risks, including business interruption insurance, with such carriers and in such amounts, all as Secured Party may reasonably request, (f) to supply evidence of such insurance to Secured Party upon request, (g) not to assign, lease, sell, or otherwise voluntarily or involuntarily transfer or dispose of the Collateral or any portion thereof without the prior written consent of Secured Party, (h) to pay, upon demand by Secured Party, all costs and out-of-pocket expenses incurred by Secured Party in connection with the perfection or preservation of any of the security interests granted under this Intellectual Security Agreement, and (i) not to create or permit or suffer to permit any lien or encumbrance on the Collateral other than the lien created by this Intellectual Security Agreement.

7. Default. For purposes of this Intellectual Security Agreement, an "Event of Default" shall mean any one of the following events:

(a) The existence of an Event of Default as defined under any of the Notes or the Security Agreement; or

(b) Any failure by Debtor to perform any obligation hereunder, provided that Secured Party has given Debtor written notice of such failure or default and, if such failure or default is capable of being cured, Debtor fails to cure such failure or default within 30 days of the giving of such notice.

8. Remedies. Upon the occurrence of an Event of Default, then in addition to all of Secured Party's rights as a "secured party" under the applicable Uniform Commercial Code or otherwise at law or in equity:

(a) Secured Party may (i) upon written notice, require Debtor to assemble any or all of the records, license agreements, and other documents concerning the Collateral and make them available to Secured Party at a place designated by Secured Party, (ii) take possession of, collect, sell, and dispose of any or all of the Collateral, and (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become purchaser at any such sales;

(b) Secured Party may, for the account of Debtor and at Debtor's expense, (i) operate and use the

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Collateral as Secured Party deems appropriate in accordance with applicable law, (ii) enter into any agreement, compromise or settlement, including the settlement of insurance claims, which Secured Party may deem desirable or proper with respect to any or all of the Collateral, and (iii) endorse, deliver evidences of title for, receive, enforce and collect by legal action or otherwise, any or all claims or obligations now or hereafter owed to Debtor in connection with or on account of any or all of the Collateral.

(c) Provided, however, notwithstanding any other provision herein to the contrary, Secured Party shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Debtor to Secured Party unless Secured Party shall have made an express written election of said remedy under Code Section 9505 or other applicable law.

9. Power of Attorney. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such agency being coupled with an interest, and as such attorney-in-fact Secured Party may, without any obligation to do so, in Secured Party's name or in the name of Debtor, (i) if Debtor shall have failed to do the same within 10 days of written request therefor by Secured Party, prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve any of Secured Party's security interests and rights in or to any of the Collateral, or (ii) if an Event of Default has occurred, take any other action specified in Paragraphs 8(a) and 8(b) hereof, provided that Secured Party as such attorney-in-fact shall be accountable only for such funds as are actually received by Secured Party. Pursuant hereto, Debtor shall execute a Special Power of Attorney substantially in the form of Exhibit C, attached hereto. This Power of Attorney shall terminate, and Secured Party shall return the executed original of such to Debtor, upon full and final payment and performance of all obligations secured hereunder.

10. Possession and Use of Collateral. Except as otherwise provided in this Intellectual Security Agreement or the other Sale Documents, so long as no Event of Default exists under this Intellectual Security Agreement, Debtor may possess, use, and move the Collateral in the ordinary course of Debtor's business.

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11. Attorneys' Fees. In any action or proceeding brought to enforce any provision of this Intellectual Security Agreement, or to seek damages for a breach of any provision hereof, or where any provision hereof is validly asserted as a defense, the successful party shall be entitled to recover reasonable attorneys' fees in addition to any other available remedy.

12. Integration. This Intellectual Security Agreement, together with the Sale Documents, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Intellectual Security Agreement shall not be relevant to determine the meaning of this Intellectual Security Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

13. Notices. Notices, requests and other communications hereunder shall be in writing and may be delivered personally or sent by telegram, telex, facsimile transmission or first class mail to the parties addressed as follows:

To Debtor: Westwood One, Inc.  
8966 Washington Boulevard  
Culver City, California 90232  
Attention: Chief Financial Officer  
Facsimile Transmission No. (213) 836-1158

To Secured Party: Mutual Broadcasting System, Inc.  
c/o Amway Corporation  
7575 East Fulton Road  
Ada, Michigan 49355  
Attention: Otto G. Stolz  
Facsimile Transmission No. (616) 676-6177  
Telex 432-0146

Such notices, requests and other communications sent as provided hereinabove shall be effective when received by the addressee thereof, but if sent by registered or certified mail, postage prepaid, shall be deemed effective upon the earlier of receipt or three (3) business days after being deposited in the United States mail. The parties hereto may change their respective addresses in this Section 13 by giving notice thereof to the other parties hereto in conformity with this section.

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14. Headings. The various headings in this Intellectual Security Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Intellectual Security Agreement or any provision hereof.

15. Governing Law. This Intellectual Security Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.

16. Amendments. This Intellectual Security Agreement or any provision hereof may be changed, waived, or terminated only by a statement in writing signed by the party against which such change, waiver or termination is sought to be enforced.

17. No Waiver. No delay in enforcing or failure to enforce any right under this Intellectual Security Agreement by Secured Party shall constitute a waiver by Secured Party of such right. No waiver by Secured Party of any default hereunder shall be effective unless in writing, nor shall any waiver operate as a waiver of any other default or of the same default on a future occasion.

18. Time of the Essence. Time is of the essence of each provision of this Security Agreement of which time is an element.

19. Binding Agreement. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns. Debtor shall not assign any of its interest under this Security Agreement without the prior written consent of Secured Party. Any purported assignment inconsistent with this provision shall, at the option of Secured Party, be null and void.

20. Definitions. All terms not defined herein shall have the meaning set forth in the applicable Uniform Commercial Code, except where the context otherwise requires.

21. Severability. If any provision of this Intellectual Security Agreement should be found to be invalid or unenforceable, all of the other provisions shall nonetheless remain in full force and effect to the maximum extent permitted by law.

22. Survival of Provisions. All representations, warranties and covenants of Debtor contained herein shall survive the execution and delivery of this Security Agreement, and shall terminate only upon the full and final payment and performance by Debtor of its indebtedness and obligations secured hereunder.

23. Setoff. So long as Secured Party shall be the holder of one or both of the Notes, Secured Party shall have the right, at any time, to set off any obligation of Debtor under the respective Note or Notes being held by Secured Party against any indebtedness or obligation of Secured Party to Debtor, without prior notice to or demand upon Debtor and whether or not any such indebtedness or obligations are liquidated or mature at the time of such offset. Secured Party's right of offset hereunder shall be in addition to and not in limitation of any other rights or remedies which may exist in favor of Secured Party. Debtor shall have the rights of offset set forth in Section 9.5 of the Sale Agreement.

24. Authority of the Secured Party. Secured Party may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither Secured Party nor any director, officer, employee, attorney or agent of Secured Party shall be liable to Debtor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct. Secured Party shall be entitled to rely on any communication, instrument or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Debtor agrees to indemnify and hold harmless Secured Party and/or any such other person from and against any and all costs, expenses (including attorneys' fees), claims or liability incurred by Secured Party or such person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of Secured Party or such person.

25. Statute of Limitations. Debtor hereby waives the right to plead any statute of limitations as a defense to any indebtedness or obligation hereunder or secured hereunder to the full extent permitted by law.

26. Counterparts. This Intellectual Security Agreement may be executed in one or more counterparts, each

of which shall be deemed an original but all of which shall together constitute one and the same agreement.

27. Termination of Agreement. This Intellectual Security Agreement shall terminate upon full and final payment and performance of all indebtedness and obligations secured hereunder. At such time, Secured Party shall reconvey to Debtor and terminate its security interest in all of the Collateral which has not been sold, disposed of, retained or applied by Secured Party in accordance with the terms hereof. Such reassignment and redelivery shall be at the expense of Debtor; provided, however, that if the obligations hereunder terminate as a result of the prepayment by Debtor of the Notes, such expenses shall be the responsibility of Secured Party.

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date first above written.

Debtor:

WESTWOOD ONE, INC.

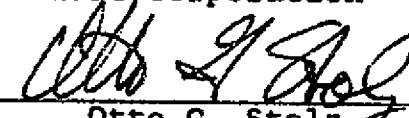
a Delaware corporation

By: \_\_\_\_\_

Its:

Secured Party:

MUTUAL BROADCASTING SYSTEM, INC.  
a Delaware corporation

By:   
Otto G. Stolz  
Executive Vice-President

REEL 0515 FRAMES 62

TRADE-MARK

of which shall be deemed an original but all of which shall together constitute one and the same agreement.

27. Termination of Agreement. This Intellectual Security Agreement shall terminate upon full and final payment and performance of all indebtedness and obligations secured hereunder. At such time, Secured Party shall reconvey to Debtor and terminate its security interest in all of the Collateral which has not been sold, disposed of, retained or applied by Secured Party in accordance with the terms hereof. Such reassignment and redelivery shall be at the expense of Debtor; provided, however, that if the obligations hereunder terminate as a result of the prepayment by Debtor of the Notes, such expenses shall be the responsibility of Secured Party.

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date first above written.

Debtor:

WESTWOOD ONE, INC.

a Delaware corporation

By: 

Its: EXECUTIVE VICE PRESIDENT  
CHIEF FINANCIAL OFFICER

Secured Party:

MUTUAL BROADCASTING SYSTEM, INC.  
a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

TRADE-MARK

REEL 0515 FRAME 63

STATE OF *Michigan* }  
COUNTY OF *Kent* } ss.:

On this 19<sup>th</sup> day of November, 1985, before me personally appeared Otto G. Stolz, to me known, who, being by me duly sworn, did depose and say that he resides at 7575 E. Fulton, Ada, Mi. and that he is Executive Vice-President of MUTUAL BROADCASTING SYSTEM, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Valery K. Whipkey  
Notary Public

VALERY K. WHIPKEY  
Notary Public, Ionia County, Michigan  
Acting in Kent County, Michigan  
My Commission Expires Oct 25 1996

TRADE-MARK

REEL 0515 FRAME 964



STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.:

On this 6<sup>th</sup> day of November, 1985, before me personally appeared ARTHUR E. LEVINE, to me known, who, being by me duly sworn, did depose and say that he resides at 9500 DUNBURY LANE, LA, CA [address] and that he is ~~Executive Vice President~~ Chief Financial Officer [title] of Westwood One, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Sheila Selesnick  
Notary Public



TRADE-MARK

REEL 05 / 5 FRAME 65

Exhibit A  
to  
Intellectual Property Security Agreement  
of Certain Network Assets

UNITED STATES SERVICE MARK REGISTRATIONS

REEL 0515 FRAMES 66  
TRADE-MARK

UNITED STATES SERVICE MARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
"Mutual Broadcasting System" (name, logo & typeface)	1,186,135	1/12/82
"Mutual Radio Sports" (name, logo & typeface)	1,180,515	12/1/81
"Mutual Radio Networks" (name, logo & typeface)	1,180,512	12/1/81
"Mutual Black Network" (name, logo & typeface)	1,180,514	12/1/81
"Mutual Southwest Radio Network" (name, logo & typeface)	1,180,513	12/1/81
"M" (stylized logo only)	1,162,201	7/21/81

TRADE-MARK

REEL 0515 FRAME 967

EXHIBIT B  
to  
Intellectual Property Security Agreement  
ASSIGNMENT FOR SECURITY  
(INTELLECTUAL PROPERTY)

REEL 0515 FRAMES 68  
TRADE-MARK

ASSIGNMENT FOR SECURITY

(INTELLECTUAL PROPERTY)

WHEREAS, WESTWOOD ONE, INC., a Delaware corporation ("Assignor") and Mutual Broadcasting System, Inc., a Delaware corporation ("Assignee"), have entered into an agreement for the Purchase of Certain Network Assets of Mutual Broadcasting System, Inc. by Westwood One, Inc. dated as of September 30, 1985 (the "Agreement"),

WHEREAS, pursuant to the Agreement, Assignee has assigned concurrently herewith to Assignor and Assignor has adopted and will be using the intellectual property listed on Schedule A (the "Intellectual Property") in connection with its conduct of the radio network business also acquired from Assignee pursuant to the Agreement; and

WHEREAS, in connection with the Agreement, Assignee has made a purchase money loan to Assignor, secured by collateral including the Intellectual Property, as evidenced by the Security Agreement - Intellectual Property, dated the date hereof in favor of the Assignee (the "Intellectual Security Agreement"); and

WHEREAS, pursuant to the Intellectual Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in all right, title and interest of Assignor in and to the Intellectual Property,

together with the goodwill of the business associated with the Intellectual Property and the Division as defined in the Intellectual Security Agreement and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Intellectual Security Agreement;

NOW, THEREFORE, for good and valuable consideration, to it in hand received by Assignor, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Intellectual Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

TRADE-MARK

REEL 0515 FRAME 970

IN WITNESS WHEREOF, Assignor has caused this  
Assignment to be duly executed by its officer thereunto duly  
authorized as of the second day of December, 1985.

[Corporate Seal]

WESTWOOD ONE, INC.

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

[Corporate Seal]

MUTUAL BROADCASTING SYSTEM, INC.

By *Otto G. Stolz*  
Otto G. Stolz  
Executive Vice-President

REEL 0515 FRAME 971  
TRADE-MARK

IN WITNESS WHEREOF, Assignor has caused this  
Assignment to be duly executed by its officer thereunto duly  
authorized as of the \_\_\_\_ day of \_\_\_\_\_, 1985.

[Corporate Seal]

WESTWOOD ONE, INC.

By

  
Name ARTHUR E. LEVINE

Title EXECUTIVE VICE PRESIDENT  
CHIEF FINANCIAL OFFICER

[Corporate Seal]

MUTUAL BROADCASTING SYSTEM, INC.

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

TRADE-MARK

REEL 0515 FRAME 972



STATE OF *Michigan* )  
COUNTY OF *Kent* ) ss.:

On this 19<sup>th</sup> day of November, 1985, before me personally appeared Otto G. Stolz, to me known, who, being by me duly sworn, did depose and say that he resides at 7575 E. Fulton, Ada, Mi. and that he is Executive Vice-President of Mutual Broadcasting System, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Valery K. Whipkey  
Notary Public

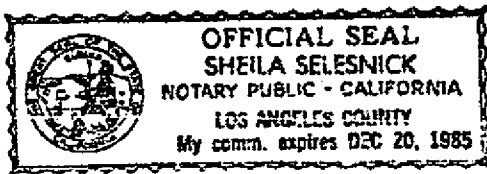
VALERY K. WHIPKEY  
Notary Public, Kent County, Michigan  
Acting in Kent County, Michigan  
My Commission Expires Oct. 25, 1986

REEL 0515 FRAME 973  
TRADE-MARK

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES ) ss.:

On this 6<sup>th</sup> day of November, 1985, before me personally appeared ARTHUR E. LEVINE, to me known, who, being by me duly sworn, did depose and say that he resides at 9500 Duxbury Lane, LA, CA [address] and that he is Executive Vice President [title] of Westwood One, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Sheila Selesnick  
Notary Public



REEL 0515 FRAMES 74  
TRADE-MARK

UNITED STATES SERVICE MARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
"Mutual Broadcasting System" (name, logo & typeface)	1,186,135	1/12/82
"Mutual Radio Sports" (name, logo & typeface)	1,180,515	12/1/81
"Mutual Radio Networks" (name, logo & typeface)	1,180,512	12/1/81
"Mutual Black Network" (name, logo & typeface)	1,180,514	12/1/81
"Mutual Southwest Radio Network" (name, logo & typeface)	1,180,513	12/1/81
"M" (stylized logo only)	1,162,201	7/21/81

REEL 0515 FRAME 975  
TRADE-MARK

Schedule A  
to Exhibit B

TRADEMARK  
REEL: 004643 FRAME: 0952

Exhibit C  
to  
Intellectual Property Security Agreement

SPECIAL POWER OF ATTORNEY

TRADE-MARK

REEL 0515 FRAME 976

SPECIAL POWER OF ATTORNEY

REEL 0515 FRAMES 77

STATE OF CALIFORNIA     )  
                                  ) ss.:  
COUNTY OF LOS ANGELES    )

TRADE-MARK

KNOW ALL MEN BY THESE PRESENTS, THAT WESTWOOD ONE, INC., a Delaware corporation with its principal office at 8966 Washington Boulevard, Culver City, California 90232 (hereinafter called "Assignor"), pursuant to a Security Agreement - Intellectual Property, dated the date hereof, between Assignor and Assignee ("Intellectual Security Agreement"), as evidenced by an Assignment for Security (Intellectual Property) (the "Assignment") copies of which are attached hereto, hereby irrevocably appoints and constitutes Mutual Broadcasting System, Inc., a Delaware corporation, (hereinafter called "Assignee"), its true and lawful attorney-in-fact, such agency being coupled with an interest, with full power of substitution, and with full power and authority to, without any obligation to do so, in Assignee's name or in the name of Assignor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve any of Seller's security interests and rights in or to any of the Collateral (as that term is defined in the Assignment) and take any other action incidental thereto including, after an Event of Default under the Intellectual Security Agreement, taking possession

of the Collateral, selling or disposing of the Collateral, delivering title thereto to any transferee, operating and using the Collateral, entering into settlements or compromises with respect to any adverse claims to the Collateral, and to endorse, and deliver evidences of title for, any of the Collateral and to do such other actions to effectuate its rights under the Intellectual Security Agreement, provided that Assignee as such attorney-in-fact shall be accountable only for such funds as are actually received by Assignee.

This power of attorney is made pursuant to the Intellectual Security Agreement and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" (as defined in the Intellectual Security Agreement).

Dated: As of December 2, 1985

[Corporate Seal]

WESTWOOD ONE, INC.

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

[Corporate Seal]

MUTUAL BROADCASTING SYSTEM, INC.

By  \_\_\_\_\_  
Otto G. Stolz  
Executive Vice-President

TRADE-MARK

REEL 0515 FRAME 978

of the Collateral, selling or disposing of the Collateral, delivering title thereto to any transferee, operating and using the Collateral, entering into settlements or compromises with respect to any adverse claims to the Collateral, and to endorse, and deliver evidences of title for, any of the Collateral and to do such other actions to effectuate its rights under the Intellectual Security Agreement, provided that Assignee as such attorney-in-fact shall be accountable only for such funds as are actually received by Assignee.

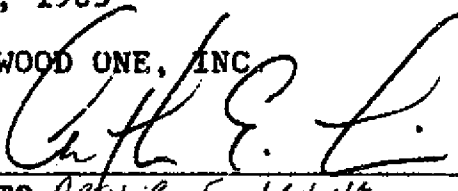
This power of attorney is made pursuant to the Intellectual Security Agreement and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" (as defined in the Intellectual Security Agreement).

Dated: As of \_\_\_\_\_, 1985

[Corporate Seal]

WESTWOOD ONE, INC

By

  
Name ARTHUR E. LEVINE  
Title EXECUTIVE VICE PRESIDENT  
CHIEF FINANCIAL OFFICER

[Corporate Seal]

MUTUAL BROADCASTING SYSTEM, INC.

By \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_

TRADE-MARK

REEL 0515 FRAME 979

STATE OF *Michigan* )  
COUNTY OF *Kent* )

) ss.:

On this 19<sup>th</sup> day of November, 1985, before me personally appeared Otto G. Stolz, to me known, who, being by me duly sworn, did depose and say that he resides at 7575 E. Fulton, Ada, Mi. and that he is Executive Vice-President of MUTUAL BROADCASTING SYSTEM, INC., the Delaware corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.

Valery K. Whipkey  
Notary Public

VALERY K. WHIPKEY  
Notary Public, Ionia County, Michigan  
Acting in Kent County, Michigan  
My Commission Expires Oct 25 1986

TRADEMARK  
REEL 0515 FRAME 980



STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.:

On this 6<sup>th</sup> day of November, 1985, before me personally appeared ARTHUR E. LEVINE, to me known, who, being by me duly sworn, did depose and say that he resides at 9500 DUXBURY LANE, LA, CA

and that he is Executive Vice President  
Chief Financial Officer

of WESTWOOD ONE, INC., the Delaware corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.

Sheila Selesnick  
Notary Public



TRADE-MARK

REEL 0515 FRAME 81

RECORDED  
PATENT & TRADEMARK OFFICE

JAN 31 1986

*[Handwritten Signature]*  
COMM. EXPIRES 12/20/85