

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Security Agreement (Second Lien)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RDG Excelsior Holdings, LLC		10/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Second Lien Agent		
Street Address:	225 West Washington Street, Suite 1450		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2138549	ADNEXT	
Registration Number:	3406655	RADIO VOODOO	
Registration Number:	3031613	VOODOOTONES	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	51339-30060		

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**TRADEMARK
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NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	11/02/2011
Total Attachments: 6 source=2nd Lien Trademark Security Agreement (RDG EXCELSIOR HOLDINGS, LLC)#page1.tif source=2nd Lien Trademark Security Agreement (RDG EXCELSIOR HOLDINGS, LLC)#page2.tif source=2nd Lien Trademark Security Agreement (RDG EXCELSIOR HOLDINGS, LLC)#page3.tif source=2nd Lien Trademark Security Agreement (RDG EXCELSIOR HOLDINGS, LLC)#page4.tif source=2nd Lien Trademark Security Agreement (RDG EXCELSIOR HOLDINGS, LLC)#page5.tif source=2nd Lien Trademark Security Agreement (RDG EXCELSIOR HOLDINGS, LLC)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(SECOND LIEN)

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2011, is made by RDG EXCELSIOR HOLDINGS, LLC (the "Grantor"), in favor of Cortland Capital Market Services LLC ("Cortland"), 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) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 21, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Westwood One, Inc., a Delaware corporation, as the Borrower, the Lenders from time to time party thereto, Cortland, as Administrative Agent for the Lenders, and Macquarie Capital (USA) Inc., as syndication agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Second Lien 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 make their extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the 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 (which shall exclude all Excluded Assets, including "intent-to-use" Trademark applications) of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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.

Notwithstanding the foregoing, no grant of any security interest or lien shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the 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.

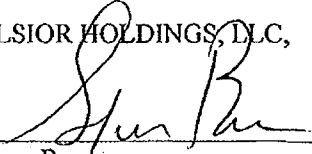
Section 4. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Second Lien 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, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RDG EXCELSIOR HOLDINGS, LLC,
as Grantor

By: 
Name: Spencer Brown
Title: Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK
REEL: 004653 FRAME: 0721

ACCEPTED AND AGREED
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Administrative Agent

By: Jessica J. Mead
Name: Jessica J. Mead
Title: General Counsel

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK
REEL: 004653 FRAME: 0722

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Class	Serial Number/ Application Date	Registration Number/ Registration Date
Adnext	IC 009	75/211,850	2,138,549
		12 Dec 1996	24 Feb 1998
Radio Voodoo	IC 009	78/601,053	3,406,655
	IC 038	04 Apr 2005	01 Apr 2008
Voodootones	IC 009	78/428,097	3,031,613
		01 Jun 2004	20 Dec 2005