

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radio Transco, LLC		12/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GoRadio, LLC		
Street Address:	220 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85476761	GO RADIO	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
Phone:	3128623312		
Email:	patrick.lau@kirkland.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:	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/		

CH \$40.00 85476761

Date:

01/09/2012

Total Attachments: 3

source=EXECUTED - GoRadio - Trademark Assignment#page1.tif

source=EXECUTED - GoRadio - Trademark Assignment#page2.tif

source=EXECUTED - GoRadio - Trademark Assignment#page3.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 29th day of December, 2011, ("Effective Date") by and between Radio Transco, LLC, a Delaware limited liability company ("Assignor"), and GoRadio, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark application number 85/476,761, filed on November 18, 2011 in classes 38 and 41, for GO RADIO, together with all goodwill associated therewith (collectively, the "Mark"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, the entire right, title and interest in and to the Mark.

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 Mark, 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, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, 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 Mark, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and 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.

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 Mark.

Assignor shall take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee's request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (i) 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; (ii) the prosecution or defense of any interference, opposition, infringement, dilution 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 rights assigned herein and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the

United States or in any other country; and (iv) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * *


IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned duly authorized representatives as of the date set forth above.

RADIO TRANSCO, LLC, a Delaware limited liability company

By: EXBT, LLC
Its: Sole Member

By: 
Name: Hiram Lazar
Title: Chief Financial Officer

GORADIO, LLC, a Delaware limited liability company

By: 
Name: Hiram Lazar
Title: Chief Financial Officer