

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PARTIAL RELEASE OF SECURITY INTEREST AT REEL 4110 FRAME 0810 FOR REGISTRATION NO. 3145095		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A.		02/16/2011	NATIONAL ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EMMIS RADIO, LLC		
<b>Street Address:</b>	40 MONUMENT CIRCLE, SUITE 700		
<b>City:</b>	INDIANAPOLIS		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3145095	LOOP ROCK GIRL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
<b>Email:</b>	ipdocket@lw.com, kristin.azcona@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	035786-0043		
<b>NAME OF SUBMITTER:</b>	KRISTIN J. AZCONA		
<b>Signature:</b>	/KJA/		

OP \$40.00 3145095

Date:

02/14/2012

**Total Attachments: 4**

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## PARTIAL RELEASE OF SECURITY INTEREST

This PARTIAL RELEASE OF SECURITY INTEREST, effective as of September 16, 2011, is made by Bank of America, N.A., as Administrative Agent, pursuant to the Security Agreement described below ("Secured Party"), having a place of business at 901 Main Street, Dallas, Texas 75202-3713.

### BACKGROUND.

Emmis Operating Company, an Indiana corporation; Emmis Indiana Broadcasting, L.P., an Indiana limited partnership; Emmis International Broadcasting Corporation, an Indiana corporation; Emmis License Corporation of New York, a California corporation; Emmis Meadowlands Corporation, an Indiana corporation; Emmis Publishing Corporation, an Indiana corporation; Emmis Publishing, L.P., an Indiana limited partnership; Emmis Radio, LLC, an Indiana limited liability company; Emmis Radio License Corporation of New York, a California corporation; Emmis Radio License, LLC, an Indiana limited liability company; Emmis Television License, LLC, an Indiana limited liability company; and Emmis Television Broadcasting, L.P., an Indiana limited partnership ("Grantors"), having their principal place of business at 40 Monument Circle, Suite 700, Indianapolis, Indiana 46204, executed and delivered the First Amendment to Trademark Collateral Security and Pledge Agreement dated as of September 23, 2009, (the "First Amendment"), in favor of Secured Party, which First Amendment amended the Trademark Collateral Security and Pledge Agreement dated as of May 10, 2004, among Grantors and the other debtors a party thereto in favor of Secured Party (such agreement together with all amendments and restatements, the "Security Agreement");

Pursuant to the First Amendment and the Security Agreement, Grantors granted and pledged to Secured Party a security interest in and to Grantors' right, title and interest in, to, and under the Pledged Trademarks (as defined in the Security Agreement), including without limitation the U.S. Trademark Registration described on Exhibit A (the "Released Trademark") and the Associated Goodwill (as defined in the Security Agreement) related to the Released Trademark.

The First Amendment was recorded in the United States Patent and Trademark Office in Reel/Frame 4110/0810, on October 1, 2009.

Grantors have conveyed all of their interest in the Released Trademark and the Associated Goodwill related to the Released Trademark to Merlin Media, LLC, and Grantors and Merlin Media, LLC have requested that Secured Party release its security interest in the Released Trademark and the Associated Goodwill related to the Released Trademark.

### AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Secured Party agrees as follows:

1. Partial Release. Secured Party releases and discharges the Released Trademark and the Associated Goodwill related to the Released Trademark from the security interest and other liens held by or benefiting Secured Party and granted pursuant to the Security Agreement and the First Amendment. Secured Party specifically releases only the Released Trademark and the Associated Goodwill related to the Released Trademark. Secured Party does not release, and this Partial Release is not intended as and shall not be construed as, a release of any other security interest, lien, obligation, right, title or interest in favor of or benefiting Secured Party or any other property included in the Pledged Trademarks or other property of any Grantor or any other person or entity from any security interest, lien, obligation, right, title or interest in favor of or benefiting Secured Party.

2. **GOVERNING LAW. THIS PARTIAL RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

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EXHIBIT A

Trademark

MARK	REGISTRATION NO.	REGISTRANT
LOOP ROCK GIRL	3,145,095	Emmis Radio, LLC

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