

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jerry Lee Radio, LLC		02/15/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Esther A. Kurtz
Street Address:	1063 Walton Road
City:	Blue Bell
State/Country:	PENNSYLVANIA
Postal Code:	19422-2132
Entity Type:	TRUSTEE: UNITED STATES

Name:	David L. Kurtz
Street Address:	1063 Walton Road
City:	Blue Bell
State/Country:	PENNSYLVANIA
Postal Code:	19422-2132
Entity Type:	TRUSTEE: UNITED STATES

Name:	Ellen M. Kurtz
Street Address:	1063 Walton Road
City:	Blue Bell
State/Country:	PENNSYLVANIA
Postal Code:	19422-2132
Entity Type:	TRUSTEE: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85493973	B101
Registration Number:	2506040	B101

CH \$265.00 85493973

Registration Number:	2724860	B-101 REWARDS
Registration Number:	2908052	BEEMAIL
Registration Number:	3668707	PHILADELPHIA'S SOFT ROCK
Registration Number:	3668709	PHILADELPHIA'S SOFT ROCK STATION
Registration Number:	3440226	SONG TAGS
Registration Number:	3052792	SONGS THAT ARE FUN TO SING ALONG WITH
Registration Number:	2993924	STRESS-FREE WORKDAY
Registration Number:	3638429	TODAY'S SOFT ROCK

CORRESPONDENCE DATA

Fax Number: (215)979-1020
Phone: 215-979-1823
Email: pcmontemuro@duanemorris.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Maxim A. Voltchenko
Address Line 1: 30 South 17th Street
Address Line 4: Philadelphia, PENNSYLVANIA 19103-4196

ATTORNEY DOCKET NUMBER:	F5968-00001
NAME OF SUBMITTER:	Maxim A. Voltchenko
Signature:	/Maxim A. Voltchenko/
Date:	03/16/2012

Total Attachments: 6
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This agreement is subject to the terms of a Subordination and Intercreditor Agreement in favor of First Niagara Bank, N.A., acting as Agent, which Subordination and Intercreditor Agreement is incorporated herein by reference. Notwithstanding any contrary statement contained in the within instrument or agreement, no payment on account of the principal or interest or other amounts payable thereof shall become due or be paid except in accordance with the terms of such Subordination and Intercreditor Agreement.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made as of February 15, 2012, by and between Jerry Lee Radio, LLC, a Pennsylvania limited liability company (together with its successors and permitted assigns, the "Assignor"), and among Esther A. Kurtz, an individual, as successor by assignment to the Estate of David L. Kurtz, the Grantor Retained Annuity Trust dated as of November 11, 2009, by and among Esther A. Kurtz, as settlor ("Settlor"), and David J. Kurtz and Ellen M. Kurtz, as trustees (collectively, the "Trustees"), and the Grantor Retained Annuity Trust dated as of December 31, 2010, by and among the Settlor and the Trustees, each of the foregoing as successors by assignment to Esther A. Kurtz (all of the foregoing, collectively, together with their successors and assigns the "Assignee") and is made pursuant to the Security Agreement dated as of the date hereof, by and among Assignee and Assignor (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "Security Agreement").

WHEREAS, Assignor is the owner of certain trademarks, including pending applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, including those listed on Exhibit A hereto (the "Marks"); and

WHEREAS, Assignor, as borrower, together with other affiliates, and Assignee, as creditor entered into that certain Amended and Restated Loan Amendment Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or

replaced from time to time, the "Loan Agreement"), pursuant to which the Assignee agreed to extend credit to the Assignor on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Loan Agreement is that payment of the obligations under the Amended and Restated Note (as defined in the Loan Agreement) shall be secured by, among other things, a security interest in favor of the Assignee in the Marks and all Proceeds (as defined in the Security Agreement (as defined in the Loan Agreement)) thereof and Assignor is willing to grant to the Assignee a security interest in the Marks and all Proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.


NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the obligations under the Amended and Restated Note (as defined in the Loan Agreement), and while recognizing that the terms of this trademark security agreement are subject in all respects to the terms of that certain A&R Subordination and Intercreditor Agreement (as defined in the Loan Agreement) in favor of First Niagara Bank, N.A., acting as Agent, and to the extent that any of the terms hereof is inconsistent with any provision of the A&R Subordination and Intercreditor Agreement in respect of the Amended and Restated Note, the provisions of the A&R Subordination and Intercreditor Agreement shall control, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all Proceeds thereof and gives notice of such security interest and the existence of the Security Agreement providing therefor.

[Signature Page Follows]

Executed as of the date first above written.

JERRY LEE RADIO, LLC, Assignor

By


Name: Gerald D. Lee

Title: President

[Signature Page to Trademark Security Agreement]

ASSIGNEE:

Esther A. Kurtz
ESTHER A. KURTZ

GRANTOR RETAINED ANNUITY
TRUST-2009

By: David J. Kurtz
Name: David J. Kurtz
Title: Trustee

By: Ellen M. Kurtz
Name: Ellen M. Kurtz
Title: Trustee

GRANTOR RETAINED ANNUITY
TRUST-2010

By: David J. Kurtz
Name: David J. Kurtz
Title: Trustee

By: Ellen M. Kurtz
Name: Ellen M. Kurtz
Title: Trustee

[Signature Page to Trademark Security Agreement]

EXHIBIT A

Marks

Printed:						2/3/2012	Page	1
COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#		STATUS	CLASSES
<i>All Actions Due (Original)</i>								
B101								
UNITED STATES	T04344US00 6/13/2012 6/13/2012	12/13/2011 CONVENTION ENDS STATUS CHECK	85/493,973				PENDING	038,041
B101 AND DESIGN								
UNITED STATES	T02713US0	4/27/2000	76/036,545	11/13/2001	2,506,040		REGISTERED	38
B-101 REWARDS								
UNITED STATES	T02714US0 6/10/2013	4/27/2000 AFFIDAVIT W/RENEWAL	76/036,546	6/10/2003	2,724,860		REGISTERED	38
BEEMAIL								
UNITED STATES	T03339US0 12/7/2014	11/21/2003 AFFIDAVIT W/RENEWAL	76/563,607	12/7/2004	2,908,052		REGISTERED	09
PHILADELPHIAS SOFT ROCK								
UNITED STATES	T04029US00 8/18/2015 8/18/2019	10/20/2008 AFFIDAVIT OF USE AFFIDAVIT W/RENEWAL	77/595,820	8/18/2009	3,668,707		REGISTERED	38
PHILADELPHIA'S SOFT ROCK STATION								
UNITED STATES	T04041US00 8/18/2015 8/18/2019	10/21/2008 AFFIDAVIT OF USE AFFIDAVIT W/RENEWAL	77/597,098	8/18/2009	3,658,709		REGISTERED	38
SONG TAGS								
UNITED STATES	T03853US00 6/3/2014 6/3/2018	10/2/2007 AFFIDAVIT OF USE AFFIDAVIT W/RENEWAL	77/294,177	6/3/2008	3,440,226		REGISTERED	038
SONGS THAT ARE FUN TO SING ALONG WITH!								
UNITED STATES	T03566US00 1/31/2016 1/31/2017	1/21/2005 AFFIDAVIT W/RENEWAL FILE SECTION 15	76/629,085	1/31/2005	3,052,792		REGISTERED	38
STRESS-FREE WORKDAY								
UNITED STATES	T03494US0 9/13/2015 7/19/2016	6/15/2004 AFFIDAVIT W/RENEWAL FILE SECTION 15 AFF.	76/598,055	9/13/2005	2,993,924		REGISTERED	38
TODAYS SOFT ROCK								
UNITED STATES	T04026US00 6/16/2015 6/16/2019	10/15/2008 AFFIDAVIT OF USE AFFIDAVIT W/RENEWAL	77/593,963	6/16/2009	3,638,429		REGISTERED	38

END OF REPORT

Trademark License Agreement dated January 7, 2009 by and between MRH Marketing, LLC and
WEAZ-FM Radio, Inc.