

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beasley Mezzanine Holdings, LLC		08/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	11175 Cicero Drive, Suite 600		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022-1167		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2986980	WIRED 96.5	
Registration Number:	3267312	WSFL	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
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:	51339-30090		
NAME OF SUBMITTER:	Dusan Clark		

CH \$65.00 2986980

Signature:	/Dusan Clark/
Date:	08/10/2012
Total Attachments: 5 source=Beasley_ Executed 2L Trademark Security Agreement (Borrower)#page1.tif source=Beasley_ Executed 2L Trademark Security Agreement (Borrower)#page2.tif source=Beasley_ Executed 2L Trademark Security Agreement (Borrower)#page3.tif source=Beasley_ Executed 2L Trademark Security Agreement (Borrower)#page4.tif source=Beasley_ Executed 2L Trademark Security Agreement (Borrower)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(SECOND LIEN)

THIS TRADEMARK SECURITY AGREEMENT (SECOND LIEN), dated as of August 9, 2012, is made by Beasley Mezzanine Holdings, LLC (the "Grantor") in favor of General Electric Capital Corporation, as administrative 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 August 9, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Grantor, the Lenders from time to time party thereto and Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Credit Parties Security Agreement (Second Lien) of even date herewith in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to 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 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This 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 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 PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEASLEY MEZZANINE HOLDINGS, LLC.
as Grantor

By: B. Caroline Beasley
Name: B. Caroline Beasley
Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

*Signature Page to
Trademark Security Agreement
(Second Lien)*

**TRADEMARK
REEL: 004840 FRAME: 0674**

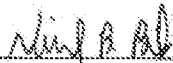
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEASLEY MEZZANINE HOLDINGS, LLC,
as Grantor

By: _____
Name: B. Caroline Beasley
Title: Vice President, Chief Financial Officer, Secretary
and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Nirmal B. Bivek
Title: Duly Authorized Signatory

*Signature Page to
Trademark Security Agreement
(Second Lien)*

**TRADEMARK
REEL: 004840 FRAME: 0675**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Filing Date	Registration No.
Wired 96.5	8/23/05	2986980
WSFL	7/24/07	3267312

2. TRADEMARK APPLICATIONS

None.