

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AMFM BROADCASTING INC.		10/25/2012	CORPORATION: DELAWARE
AMFM BROADCASTING LICENSES LLC		10/25/2012	LIMITED LIABILITY COMPANY: DELAWARE
AMFM OPERATING INC.		10/25/2012	CORPORATION: DELAWARE
AMFM RADIO LICENSES, LLC		10/25/2012	LIMITED LIABILITY COMPANY: DELAWARE
AMFM TEXAS LICENSES, LLC		10/25/2012	LIMITED LIABILITY COMPANY: TEXAS
CAPSTAR RADIO OPERATING COMPANY		10/25/2012	CORPORATION: DELAWARE
CAPSTAR TX, LLC		10/25/2012	LIMITED LIABILITY COMPANY: TEXAS
AMFM TEXAS LLC		10/25/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas
<b>Street Address:</b>	60 Wall Street, 27th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Banking Corporation: NEW YORK

**PROPERTY NUMBERS Total: 62**

Property Type	Number	Word Mark
Registration Number:	1374228	KMEL
Registration Number:	1406155	KOST
Registration Number:	1481930	WWSW
Registration Number:	1511258	3-W-S

Registration Number:	1637899	LOVE SONGS ON THE COAST
Registration Number:	1840921	WGCI
Registration Number:	1908839	THE FOX
Registration Number:	2145746	ALICE
Registration Number:	2180486	Z100
Registration Number:	2671799	WNUA
Registration Number:	2705352	THE VELVET ROOM
Registration Number:	2766266	LOVE AFFAIR
Registration Number:	3340658	UPLIFT! CHICAGO
Registration Number:	2260886	LISTENER LUNCH
Registration Number:	3751784	IN CONTROL
Registration Number:	1938924	KDWB
Registration Number:	4073451	MEGAFEST
Registration Number:	2467209	KOOL
Registration Number:	2482249	VALENTINE IN THE MORNING
Registration Number:	1397971	WALK
Registration Number:	1821715	THE TEAM
Registration Number:	1852636	TURN YOUR KNOB TO BOB
Registration Number:	1965305	KDWB 101.3
Registration Number:	2403481	THE PEOPLE'S STATION
Registration Number:	2689617	MEGA
Registration Number:	2169192	THE BEAT OF NEW YORK
Registration Number:	2554598	KBKS
Registration Number:	2659776	MEGA 100
Registration Number:	2260224	KTU
Registration Number:	2562841	KOOL
Registration Number:	1506410	KGGI
Registration Number:	2515911	PHONE SCAM
Registration Number:	1370576	WLTW
Registration Number:	1405285	KFI
Registration Number:	1846994	MORE STIMULATING TALK RADIO
Registration Number:	2030249	THE BATTLE OF THE SEXES
Registration Number:	2090974	DJ SPIN
Registration Number:	2178011	SUNDAY IN THE SOUTH
Registration Number:	2287477	THE MORNING BUZZ

	2292331	GREG AND THE MORNING BUZZ
Registration Number:	2326619	JAM SCAM
Registration Number:	2338301	JAM'N
Registration Number:	2531177	JINGLE BALL
Registration Number:	2570123	Q104.3
Registration Number:	2614785	MEET MARKET
Registration Number:	2824556	SOUTHERN CALIFORNIA'S SOFT ROCK WITH LESS TALK
Registration Number:	2843099	WTCR HIGHWAY 23 JAMBOREE
Registration Number:	2904879	NEW HAMPSHIRE'S ROCK
Registration Number:	2936334	SUNDAY IN THE SOUTH
Registration Number:	3171017	THE BREW
Registration Number:	3171018	THE MORNING BREW
Registration Number:	3556007	MYFM
Registration Number:	3515691	DJ SPINBAD
Registration Number:	3396257	STYLE STAGE NYC
Registration Number:	3809495	ALL ACCESS LOUNGE
Registration Number:	3784398	ZOOTOPIA
Registration Number:	3824183	ZVIP
Registration Number:	3521069	PHOOSON
Registration Number:	2137981	THE BREAKFAST CLUB
Registration Number:	2527555	WAR OF THE ROSES
Registration Number:	2694837	PHONE SCAMS
Serial Number:	85108452	FREE MONEY FIST PUMP

**CORRESPONDENCE DATA**

Fax Number: 2124466460  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2124464800  
Email: hsmith@kirkland.com  
Correspondent Name: Hayley Smith, Senior Legal Assistant  
Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 601 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	10321-5
NAME OF SUBMITTER:	Hayley Smith

Signature:

//Hayley Smith//

Date:

11/08/2012

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of October 25, 2012, between the Grantor identified on the signature page hereto, and Deutsche Bank Trust Company Americas, as collateral agent (the “**Collateral Agent**”).

Reference is made to the Principal Properties Security Agreement dated as of October 25, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among certain subsidiaries of Clear Channel Communications, Inc., a Texas corporation (the “**Issuer**”) and Deutsche Bank Trust Company Americas, as Collateral Agent. The Secured Parties’ agreements in respect of the issuance of the Notes are set forth in the Indenture dated as of October 25, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Issuer, certain subsidiaries of the Issuer from time to time party thereto, Clear Channel Capital I, LLC, a Delaware limited liability company U.S. Bank National Association, as trustee (the “**Trustee**”) and Deutsche Bank Trust Company Americas, as Collateral Agent, pursuant to which the Issuer issued 9.0% Priority Guarantee Notes due 2019 (the “**Notes**”). Unless the context requires otherwise, for all purposes of this Agreement, references to “Note” or “Notes” include any Additional Notes that are actually issued. The Grantor party hereto is an affiliate of the Issuer and will derive substantial benefits from the issuance of the Notes pursuant to the Indenture and is willing to execute and deliver this Agreement as a condition to the issuance of the Notes. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in the Section 1.04 also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed

in connection therewith, including registrations and registration applications in the USPTO, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor, including those listed on Schedule I, and (b) all goodwill connected with the use of and symbolized by such marks; provided that the grant of security interest shall not include any trademark, service mark or other application for registration that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such trademark, service mark or other application for registration.

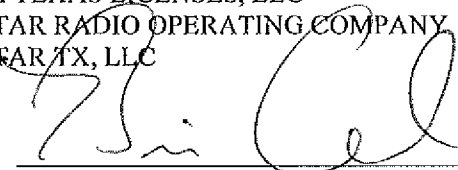
Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor's Secured Obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.


Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Representations and Warranties. The Grantor represents and warrants to the Collateral Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by such Grantor, in whole or in part, is set forth in Schedule I.

Section 6. Miscellaneous. As applicable, the provisions of Article VI of the Security Agreement are hereby incorporated by reference.

AMFM BROADCASTING, INC.  
AMFM BROADCASTING LICENSES, LLC  
AMFM OPERATING INC  
AMFM RADIO LICENSES, LLC  
AMFM TEXAS, LLC  
AMFM TEXAS LICENSES, LLC  
CAPSTAR RADIO OPERATING COMPANY  
CAPSTAR TX, LLC

By:   
Name: Brian D. Coleman  
Title: Senior Vice President and Treasurer

AMFM TEXAS BROADCASTING, LP  
BY:  AMFM BROADCASTING, INC.  
ITS: GENERAL PARTNER  
By: \_\_\_\_\_  
Name: Brian D. Coleman  
Title: Senior Vice President and Treasurer

*Principal Properties Trademark Security Agreement*

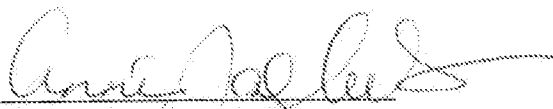
DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
as Collateral Agent

By: Deutsche Bank National Trust Company

BY:

  
\_\_\_\_\_  
NAME: Wanda Carneche  
TITLE: Vice President

BY:

  
\_\_\_\_\_  
NAME: Annie Jaghatspanyan  
TITLE: Vice President



**Schedule I**  
**Trademark Registrations and Use Applications**

**UNITED STATES TRADEMARKS:**

Registrations:

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
AMFM Broadcasting, Inc.	1374228	KMEL
AMFM Broadcasting, Inc.	1406155	KOST
AMFM Broadcasting, Inc.	1481930	WWSW
AMFM Broadcasting, Inc.	1511258	3-W-S
AMFM Broadcasting, Inc.	1637899	LOVE SONGS ON THE COAST
AMFM Broadcasting, Inc.	1840921	WGCI
AMFM Broadcasting, Inc.	1908839	THE FOX
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AMFM Broadcasting, Inc.	2180486	Z100
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AMFM Broadcasting, Inc.	2705352	THE VELVET ROOM
AMFM Broadcasting, Inc.	2766266	LOVE AFFAIR
AMFM Broadcasting, Inc.	3340658	UPLIFT! CHICAGO

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
AMFM Broadcasting, Inc.	2260886	LISTENER LUNCH
AMFM Broadcasting, Inc.	3751784	IN CONTROL
AMFM Broadcasting, Inc.	1938924	KDWB
AMFM Broadcasting, Inc.	4073451	MEGAFEST
AMFM Broadcasting, Inc.	2467209	KOOL
AMFM Broadcasting, Inc.	2482249	VALENTINE IN THE MORNING
AMFM Operating Inc.	1397971	WALK
AMFM Operating Inc.	1821715	THE TEAM
AMFM Operating Inc.	1852636	TURN YOUR KNOB TO BOB
AMFM Operating Inc.	1965305	KDWB 101.3
AMFM Operating Inc.	2403481	THE PEOPLE'S STATION
AMFM Operating Inc.	2689617	MEGA
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Capstar Radio Operating Company	2659776	MEGA 100
Capstar Radio Operating Company	2260224	KTU
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Capstar Radio Operating Company	1506410	KGGI

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Capstar Radio Operating Company	1405285	KFI
Capstar Radio Operating Company	1846994	MORE STIMULATING TALK RADIO
Capstar Radio Operating Company	2030249	THE BATTLE OF THE SEXES
Capstar Radio Operating Company	2090974	DJ SPIN
Capstar Radio Operating Company	2178011	SUNDAY IN THE SOUTH
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Capstar Radio Operating Company	2338301	JAM'N
Capstar Radio Operating Company	2531177	JINGLE BALL
Capstar Radio Operating Company	2570123	Q104.3
Capstar Radio Operating Company	2614785	MEET MARKET
Capstar Radio Operating Company	2824556	SOUTHERN CALIFORNIA'S SOFT ROCK WITH LESS TALK
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Capstar Radio Operating Company	3171018	THE MORNING BREW
Capstar Radio Operating Company	3556007	MYFM
Capstar Radio Operating Company	3515691	DJ SPINBAD
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Capstar Radio Operating Company	3824183	ZVIP
Capstar Radio Operating Company	3521069	PHOOSON
Capstar Radio Operating Company	2137981	THE BREAKFAST CLUB
Capstar Radio Operating Company	2527555	WAR OF THE ROSES
Capstar Radio Operating Company	2694837	PHONE SCAMS

Licenses:

None.