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
Emmis Radio, LLC		12/28/2012	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2686200	DOUBLE YOUR SALARY
Registration Number:	1922477	WQCD
Registration Number:	2335536	SMOOTH CRUISE
Registration Number:	1211859	
Registration Number:	1222068	ST. LOUIS' BEST ROCK
Registration Number:	1370559	REAL ROCK RADIO
Registration Number:	1348574	K-SHE-95
Registration Number:	2477364	HOT 97
Registration Number:	2611930	HIP HOP SYMPHONY
Registration Number:	2917414	ALTERNATRIP
Registration Number:	3462222	RXP
Registration Number:	3447958	POWER 106 FM
Registration Number:	3377723	NEW @ 2
Registration Number:	3310112	TICKETS ON THE 10S

CH $915.00 2686200

Registration Number:	3192858	CD101.9 SMOOTH JAZZ
Registration Number:	3123677	WHERE HIP HOP LIVES
Registration Number:	3102468	TILDEN'S CHILDREN
Registration Number:	3178337	WHO'S NEXT
Registration Number:	3199618	WHO'S NEXT LIVE
Registration Number:	3035754	MUSIC WITH CLASS
Registration Number:	2926438	POWER LAB
Registration Number:	2914550	HOT 93.3
Registration Number:	3507545	REAL ROCK MUSEUM
Registration Number:	3467773	THE NY ROCK EXPERIENCE
Registration Number:	3289471	MYREDLOUNGE
Registration Number:	3056963	
Registration Number:	3106570	YOUNGER. SMARTER. BETTER.
Registration Number:	3106572	WHATEVER YOU WANT
Registration Number:	3334738	WEBRUARY
Registration Number:	4198544	HIP HOP VOTES HOT 97 FM
Registration Number:	4197746	HOT 97 FM
Registration Number:	4194765	HIP HOP HAS HEART
Registration Number:	4118159	LOUD DIGITAL NETWORK
Registration Number:	4096305	POWER PAYROLL
Serial Number:	85695110	POWER 106 FM
Serial Number:	85765786	WHERE HIP HOP LIVES

CORRESPONDENCE DATA

Fax Number: 3125585700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 2800

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	18103-434
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/

	01/16/2013

Total Attachments: 6
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 28, 2012, is made by EMMIS RADIO, LLC, an Indiana limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent for the equal and ratable benefit of the Secured Creditors (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent").

The Grantor has executed and delivered that certain Security Agreement, dated as of December 28, 2012, in favor of the Administrative Agent for the equal and ratable benefit of the Secured Creditors (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"). The Grantor has pledged and granted to the Administrative Agent a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. (a) This Agreement is made to secure the satisfactory performance and payment of all of (i) the Secured Obligations, (ii) the obligations and liabilities of the Parent under the Parent Guaranty and (iii) the obligations and liabilities of the Subsidiary Guarantors under the Subsidiary Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations which have not been asserted), the Administrative Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) The Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Creditors, a lien in and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks") excluding any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the Sate of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Emmis Radio, LLC

By:_____
Name: J. Scott Enright
Title: Executive Vice President,
General Counsel and Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: Thomas W. Harrison
Title: Senior Vice President / Authorized Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REG. DATE/ FILING DATE	REG. NO./SERIAL NO.
Double Your Salary	2/11/03	2,686,200
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/05/82	1,211,859
St. Louis' Best Rock (words only)	12/28/82	1,222,068
Real Rock Radio (words only)	11/12/85	1,370,559
K-SHE-95 (words only)	7/9/85	1,348,574
HOT 97	8/14/01	2,477,364
Hip Hop Symphony	8/27/02	2,611,930
Alternatrip	1/11/05	2,917,414
RXP	7/8/08	3,462,222
Power 106 FM	6/17/08	3,447,958
New @ 2	2/5/08	3,377,723
Tickets On The 10s	10/9/07	3,310,112
CD 101.9 Smooth Jazz (saxophone design)	1/2/07	3,192,858
Where Hip Hop Lives	8/1/06	3,123,677
Tilden's Children	6/6/06	3,102,468
Who's Next	11/28/06	3,178,337
Who's Next Live	1/16/07	3,199,618
Music With Class	12/27/05	3,035,754
Power Lab	2/15/05	2,926,438
Hot 93.3	12/28/04	2,914,550
Real Rock Museum	9/30/08	3,507,545
The NY Rock Experience	7/15/08	3,467,773
MyRedLounge	9/11/07	3,289,471
(Sound Mark)	2/7/06	3,056,963

MARK	REG. DATE/ FILING DATE	REG. NO./SERIAL NO.
Younger. Smarter. Better	6/20/06	3,106,570
Whatever You Want	6/20/06	3,106,572
Webruary	11/13/07	3,334,738
Hip Hop Votes Hot 97 FM	8/28/12	4,198,544
Hot 97 FM	8/28/12	4,197,746
Hip Hop Has Heart	8/21/12	4,194,765
Loud Digital Network	3/27/12	4,118,159
Power Payroll	2/7/12	4,096,305
POWER 106 FM (Pending)	8/3/12	85/695,110
WHERE HIP HOP LIVES (Pending)	10/29/12	85/765,786