

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
Reach Media, Inc.		02/13/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Credit Suisse AG, as Collateral Agent and Grantee
Street Address:	One Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2886595	THE TOM JOYNER MORNING SHOW
Registration Number:	2897384	TOM JOYNER SKY SHOW
Registration Number:	2913009	THURSDAY MORNING MOMS
Registration Number:	2914564	THE TOM JOYNER FAMILY REUNION
Registration Number:	2934816	OLD SKOOL MIX
Registration Number:	2934783	TOM JOYNER'S RIGHT BACK AT'CHA
Registration Number:	2934781	THE HARDEST WORKING MAN IN RADIO
Registration Number:	2934782	PARTY WITH A PURPOSE
Registration Number:	2994988	SYBIL'S BOOK CLUB
Registration Number:	2999383	BLACKAMERICAWEB.COM
Registration Number:	3001457	TAKE A LOVED ONE TO THE DOCTOR DAY
Registration Number:	3264408	MISTLETOE JAM
Registration Number:	4094485	THEREACHCARD
Registration Number:	4104026	LITTLE KNOWN BLACK HISTORY FACTS

OP \$390.00 2886595

Registration Number:

2945271

TOM JOYNER SKY SHOW TV

CORRESPONDENCE DATA

Fax Number:

2123548113

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

Phone:

2128198200

Email:

iprecordations@whitecase.com

Correspondent Name:

White & Case LLP

Address Line 1:

1155 Sixth Avenue

Address Line 2:

Trademarks

Address Line 4:

New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

1104031-0585 (D663)

NAME OF SUBMITTER:

James Maewsky

Signature:

/James Maewsky/

Date:

02/14/2013

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Reach Media, Inc., a Texas corporation with principal offices at 13760 Noel Road, Suite 750, Dallas, Texas, 75240 (the "Grantor"), hereby grants to Credit Suisse AG, as Collateral Agent, with principal offices at One Madison Avenue, New York, New York, 10010 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of March 31, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks (and the goodwill of the businesses with which the Marks are associated) shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

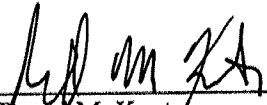
THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE LOCATED WITHIN THE COUNTY OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ANY SUCH PARTY AT ITS ADDRESS FOR NOTICES AS PROVIDED IN SECTION 10.1 OF THE SECURITY AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER CREDIT DOCUMENT THAT SUCH SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF (i) EACH PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR (ii) THE GRANTEE UNDER THIS AGREEMENT TO

COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE GRANTOR IN ANY OTHER JURISDICTION.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
13th day of February, 2013.

REACH MEDIA, INC., Grantor


By 
Name: David M. Kantor
Title: Chief Executive Officer and President

[Signature Page to REACH Media, Inc. Trademark Grant (Radio One)]

TRADEMARK
REEL: 004963 FRAME: 0182

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH,
as Collateral Agent and Grantee

By 
Name:
Title: DOREEN BARR
DIRECTOR

By 
Name:
Title: Alex Verdone
Associate

SCHEDULE A

TRADEMARK	JURISDICTION	REG./ APPLN. NO.	REG./APP LN. DATE	OWNER
The Tom Joyner Morning Show	United States	2886595	9/21/2004	REACH Media, Inc.
Tom Joyner Sky Show	United States	2897384	10/26/2004	REACH Media, Inc.
Thursday Morning Moms	United States	2913009	12/21/2004	REACH Media, Inc.
The Tom Joyner Family Reunion	United States	2914564	12/28/2004	REACH Media, Inc.
Old Skool Mix	United States	2934816	3/22/2005	REACH Media, Inc.
Tom Joyner's Right Back At'Cha	United States	2934783	3/22/2005	REACH Media, Inc.
The Hardest Working Man In Radio	United States	2934781	3/22/2005	REACH Media, Inc.
Party With a Purpose	United States	2934782	3/22/2005	REACH Media, Inc.
Sybil's Book Club	United States	2994988	9/13/2005	REACH Media, Inc.
BlackAmericaWeb.com (Supplemental Register)	United States	2999383	9/20/2005	REACH Media, Inc.
Take A Loved One To The Doctor Day	United States	3001457	9/27/2005	REACH Media, Inc.
Mistletoe Jam	United States	3264408	7/17/2007	REACH Media, Inc.
TheReachCard	United States	4094485	1/31/2012	REACH Media, Inc.
Little Known Black History Facts	United States	4104026	2/28/2012	REACH Media, Inc.
Tom Joyner Sky Show TV	United States	2945271	4/26/2005	REACH Media, Inc.