TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Christal Radio Sales, Inc.		02/28/2013	CORPORATION: DELAWARE
Katz Communications, Inc.		02/28/2013	CORPORATION: DELAWARE
Katz Millennium Sales & Marketing Inc.		02/28/2013	CORPORATION: DELAWARE
Premiere Radio Networks, Inc.		02/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	1782888	CHRISTAL RADIO
Registration Number:	1784374	C
Registration Number:	1781383	COMTRAC
Registration Number:	1782649	COMTRAC
Registration Number:	1786989	KATZ
Registration Number:	1786990	K
Registration Number:	1788400	KATZ RADIO
Registration Number:	1788401	KATZ TELEVISION
Registration Number:	1788402	KRG
Registration Number:	1788403	KATZ. THE BEST.
Registration Number:	1801030	KATZ COMMUNICATIONS

OP $1565.00 1782888

Registration Number:	1818142	EASTMAN RADIO
Registration Number:	1834007	E
Registration Number:	2727041	E
Registration Number:	2736383	EAGLE TELEVISION SALES
Registration Number:	2736384	CONTINENTAL TELEVISION SALES
Registration Number:	3270616	RADIO SOLUTIONS CENTER
Registration Number:	3825925	KATZ HISPANIC MEDIA
Registration Number:	3697336	C
Registration Number:	4170985	K
Serial Number:	85316220	THE KATZ FACTOR
Serial Number:	85513806	MI BEBE FELIZ EXPO
Serial Number:	85643934	KATZ TV MARKETING
Serial Number:	85736529	UNIDOS DIGITAL NETWORK
Serial Number:	85463326	KATZ MEDIA GROUP
Registration Number:	2734464	M
Registration Number:	2736374	MILLENNIUM SALES AND MARKETING
Registration Number:	2167934	EXTREME CUTS
Registration Number:	2175375	GO TAKE ON THE DAY
Registration Number:	2278976	AMERICAN TOP 40
Registration Number:	2345302	I AM MY KID'S MOM
Registration Number:	3794357	MORE UNIQUE AUDIO
Registration Number:	3806882	DID YOU HEAR?
Registration Number:	3870571	SIXX SENSE
Registration Number:	3870569	SIXX SENSE
Registration Number:	2531099	MEDIABASE 24-7
Registration Number:	2535200	MEDIABASE
Registration Number:	3005851	DITTOHEAD
Registration Number:	3021885	AMERICAN TOP 10
Registration Number:	3063367	AT40
Registration Number:	3070825	TRUE COUNTRY
Registration Number:	3088658	DITTOCAM
Registration Number:	3124562	MEGA DITTOS
Registration Number:	3132244	AMERICA'S ANCHORMAN
Registration Number:	3216536	BACKSTAGE BASH
Registration Number:	3258345	PREMIERE PLUG & PLAY IMAGING

	3292811	LONG DISTANCE DEDICATION
Registration Number:	3310625	COAST TO COAST AM
Registration Number:	3443828	MUSIC STACKER
Registration Number:	3495286	FIREPOWER
Registration Number:	3607858	THE PINK CHANNEL
Registration Number:	3486552	MONDAY MORNING REPLAY
Registration Number:	4059232	PREMIERE NETWORKS
Registration Number:	4117463	DIRECT FROM HOLLYWOOD
Registration Number:	4140381	ELECTRIC SOUND STAGE
Registration Number:	4102411	AMERICAN TOP 20
Registration Number:	4083535	DITTOHEAD NATION
Serial Number:	85728123	CLASSIC HITS TODAY
Serial Number:	85728118	CAR POOL COMEDY
Serial Number:	85728120	CAR POOL COMEDY
Serial Number:	85728126	CLASSIC HITS TODAY
Serial Number:	85837716	WEEKENDS WITH THE BREAKFAST CLUB

CORRESPONDENCE DATA

Fax Number:

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

Email: daniel.cote@thomsonreuters.com
Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	03/07/2013

Total Attachments: 11
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ADDITIONAL NAMES OF CONVEYING PARTIES (In connection with Item 1 of Trademark Recordation Form Cover Sheet):

Katz Communications, Inc., a Delaware Corporation, Citizenship US – DE

Katz Millennium Sales & Marketing Inc., a Delaware Corporation, Citizenship US – DE

Premiere Radio Networks, Inc., a Delaware Corporation, Citizenship US – DE

Execution Version

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of February 28, 2013, 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 Non-Principal Properties (All Assets) Security Agreement dated as of February 28, 2013 (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 February 28, 2013 (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 Deutsch Bank Trust Company Americas, as Collateral Agent, pursuant to which the Issuer issued 11.25% Priority Guarantee Notes due 2021 (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 of the Indenture 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.

[Signature pages follow.]

TRADEMARK
REEL: 004974 FRAME: 0723

CHRISTAL RADIO SALES, INC.
KATZ COMMUNICATIONS, INC.
KATZ MEDIA GROUP, INC.
KATZ MILLENNIUM SALES &
MARKETING INC.
KATZ NET RADIO SALES, INC.
PREMIERE RADIO NETWORKS, INC.

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

DEUTSCHE BANK TRUST COMPANY
AMERICAS
as Collateral Agent

By: Deutsche Bank National Trust Company

By: _____
Name: [illegible]
Title: Vice President

By: _____
Name: RODNEY GAUGHAN
Title: VICE PRESIDENT

Schedule I
Trademark Registrations and Use Applications

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
Christal Radio Sales, Inc.	1782888	CHRISTAL RADIO
Christal Radio Sales, Inc.	1784374	
Katz Communications, Inc.	1781383	COMTRAC
Katz Communications, Inc.	1782649	
Katz Communications, Inc.	1786989	KATZ
Katz Communications, Inc.	1786990	
Katz Communications, Inc.	1788400	KATZ RADIO
Katz Communications, Inc.	1788401	KATZ TELEVISION
Katz Communications, Inc.	1788402	
Katz Communications, Inc.	1788403	KATZ. THE BEST.

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TRADEMARK
REEL: 004974 FRAME: 0726

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
Katz Communications, Inc.	1801030	KATZ COMMUNICATIONS
Katz Communications, Inc.	1818142	EASTMAN RADIO
Katz Communications, Inc.	1834007	
Katz Communications, Inc.	2727041	
Katz Communications, Inc.	2736383	EAGLE TELEVISION SALES
Katz Communications, Inc.	2736384	CONTINENTAL TELEVISION SALES
Katz Communications, Inc.	3270616	RADIO SOLUTIONS CENTER
Katz Communications, Inc.	3825925	KATZ HISPANIC MEDIA
Katz Communications, Inc.	3697336	
Katz Communications, Inc.	85/316220	THE KATZ FACTOR
Katz Communications, Inc.	85/513806	MI BEBE FELIZ EXPO
Katz Communications, Inc.	4170985	
Katz Communications, Inc.	85/643934	KATZ TV MARKETING
Katz Communications, Inc.	85/736529	UNIDOS DIGITAL NETWORK

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TRADEMARK
REEL: 004974 FRAME: 0727

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
Katz Communications, Inc.	85463326	KATZ MEDIA GROUP
Katz Millennium Sales & Marketing Inc.	2734464	
Katz Millennium Sales & Marketing Inc.	2736374	MILLENNIUM SALES AND MARKETING
Premiere Radio Networks, Inc.	2167934	EXTREME CUTS
Premiere Radio Networks, Inc.	2175375	GO TAKE ON THE DAY
Premiere Radio Networks, Inc.	2278976	AMERICAN TOP 40
Premiere Radio Networks, Inc.	2345302	I AM MY KID'S MOM
Premiere Radio Networks, Inc.	3794357	MORE UNIQUE AUDIO
Premiere Radio Networks, Inc.	3806882	DID YOU HEAR?
Premiere Radio Networks, Inc.	3870571	SIXX SENSE
Premiere Radio Networks, Inc.	3870569	SIXX SENSE
Premiere Radio Networks, Inc.	2531099	MEDIABASE 24-7
Premiere Radio Networks, Inc.	2535200	MEDIABASE
Premiere Radio Networks, Inc.	3005851	DITTOHEAD
Premiere Radio Networks, Inc.	3021885	AMERICAN TOP 10
Premiere Radio Networks, Inc.	3063367	AT40
Premiere Radio Networks, Inc.	3070825	TRUE COUNTRY

TRADEMARK
REEL: 004974 FRAME: 0728

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
Premiere Radio Networks, Inc.	3088658	DITTOCAM
Premiere Radio Networks, Inc.	3124562	MEGA DITTOS
Premiere Radio Networks, Inc.	3132244	AMERICA'S ANCHORMAN
Premiere Radio Networks, Inc.	3216536	BACKSTAGE BASH
Premiere Radio Networks, Inc.	3258345	PREMIERE PLUG & PLAY IMAGING
Premiere Radio Networks, Inc.	3292811	LONG DISTANCE DEDICATION
Premiere Radio Networks, Inc.	3310625	COAST TO COAST AM
Premiere Radio Networks, Inc.	3443828	MUSIC STACKER
Premiere Radio Networks, Inc.	3495286	FIREPOWER
Premiere Radio Networks, Inc.	3607858	THE PINK CHANNEL
Premiere Radio Networks, Inc.	3486552	MONDAY MORNING REPLAY
Premiere Radio Networks, Inc.	4059232	PREMIERE NETWORKS
Premiere Radio Networks, Inc.	4117463	DIRECT FROM HOLLYWOOD
Premiere Radio Networks, Inc.	4140381	ELECTRIC SOUND STAGE
Premiere Radio Networks, Inc.	4102411	AMERICAN TOP 20
Premiere Radio Networks, Inc.	4083535	DITTOHEAD NATION

TRADEMARK
REEL: 004974 FRAME: 0729

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
Premiere Radio Networks, Inc.	85/728123	CLASSIC HITS TODAY
Premiere Radio Networks, Inc.	85/728118	CAR POOL COMEDY
Premiere Radio Networks, Inc.	85728120	CAR POOL COMEDY
Premiere Radio Networks, Inc.	85728126	CLASSIC HITS TODAY
Premiere Radio Networks, Inc.	85837716	WEEKENDS WITH THE BREAKFAST CLUB

Licenses:

None.

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RECORDED: 03/07/2013

TRADEMARK
REEL: 004974 FRAME: 0730