

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inner City Broadcasting Corporation		10/19/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	YMF Media LLC		
Street Address:	395 Hudson Street, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2357598	CIRCLE OF SISTERS	
Registration Number:	2424619	SUNDAY CLASSICS	
Registration Number:	2326867	WBLS	
Registration Number:	2393181	WBLS 107.5 FM	
Registration Number:	2326868	WLIB	
Registration Number:	3211098	PERSPECTIVES	
Registration Number:	3211097	THE EXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	6123336798		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-333-2111		
Email:	trademarks-mi@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP - K Thompson		
Address Line 1:	225 South Sixth Street, Suite 2800		

CH \$190.00 2357598

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 58977-1

NAME OF SUBMITTER: Kerry R. Thompson - Paralegal

Signature: /Kerry R Thompson/

Date: 07/08/2013

**Total Attachments: 5**

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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of October 19, 2012 (this "Assignment"), is made and entered into by and between Inner City Broadcasting Corporation, a New York corporation (the "Assignor"), and YMF Media LLC, a Delaware limited liability company ("Assignee"). The Assignor and the Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the Parties entered into that certain Intellectual Property Assignment and Assumption Agreement dated as of April 19, 2012 (the "IP Assignment and Assumption Agreement").

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the IP Assignment and Assumption Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor does hereby convey, assign, transfer and deliver to Assignee all of such Assignor's right, title and interest in and to each of the U.S. trademark registrations and applications included in the Purchased Assets (collectively, the "Marks"), including those Marks identified on Schedule A, together with the goodwill symbolized by such Marks and all rights, demands, claims, causes of action, rights of recovery, credits, allowances, rebates or rights of set-off or subrogation arising out of or relating to said Marks.
2. Acceptance and Assumption. The Assignee hereby accepts the conveyance, assignment, transfer and delivery of the Marks, together with all goodwill and other intangible assets set forth above associated therewith.
3. Further Assurances. The Assignor and the Assignee shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon reasonable request and without further consideration, all such further documents and instruments and shall do and perform all such acts as may be reasonably requested to give full effect to Sections 1 and 2 of this Assignment.
4. Effectiveness. This Assignment shall be effective at the Closing.
5. Terms of the Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the IP Assignment and Assumption Agreement. This Assignment has been executed and delivered in accordance with and is subject to all of the terms and conditions of the IP Assignment and Assumption Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the IP Assignment and Assumption Agreement. In the event of any conflict or inconsistency between this Assignment

and the IP Assignment and Assumption Agreement, the terms of the IP Assignment and Assumption Agreement shall prevail.

6. Governing Law; Jurisdiction. The validity, construction and performance of this Assignment, and any action arising out of or relating to this Assignment shall be governed by the Laws of the State of New York, without regard to the Laws of the State of New York as to choice or conflict of Laws (other than the principles set forth in Section 5-1401 of the General Obligations Law of the State of New York, which shall apply) or any Laws which would defer to the substantive Laws of any other jurisdiction. With respect to any suit, action or proceedings relating to this Assignment which is permitted to be brought under this Assignment, each Party hereby irrevocably (i) submits to the exclusive jurisdiction of the courts of the State of New York located in New York City and the United States District Court located in the borough of Manhattan in New York City and (ii) waives any objection which it may have to the laying of venue of any such suit, action or proceedings brought in any such court, waives any claim that such suit, action or proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such suit, action or proceedings, that such court does not have jurisdiction over it.

7. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors in interest and permitted assigns.

8. Counterparts. This Assignment may be executed and delivered (including by electronic transmission) in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same instrument.

9. Waiver of Right to Trial by Jury. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.

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IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date set forth above.

INNER CITY BROADCASTING  
CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

YMF MEDIA LLC

By: \_\_\_\_\_  
Name: Robert P. Bermingham  
Title: Vice President and Secretary

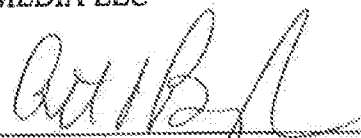
[Signature Page for Trademark Assignment]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date set forth above.

INNER CITY BROADCASTING  
CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

YMF MEDIA LLC

By:  \_\_\_\_\_  
Name: Robert P. Bernsingham  
Title: Vice President and Secretary

Schedule A

Item No.	Mark	Reg. Number	Reg. Date	Status	Owner
1.	CIRCLE OF SISTERS (design mark)	2357598	Jun. 13, 2000	Registered	Inner City Broadcasting Corporation
2.	SUNDAY CLASSICS (word mark)	2,424,619	Jan. 30, 2001	Registered	Inner City Broadcasting Corporation
3.	WBLS (word mark)	2326867	Mar. 7, 2000	Registered	Inner City Broadcasting Corporation
4.	WBLS 107.5 FM (design mark)	2393181	Oct. 10, 2000	Registered	Inner City Broadcasting Corporation
5.	WLIB (word mark)	2326868	Mar. 7, 2000	Registered	Inner City Broadcasting Corporation
6.	Perspectives (word mark)	3211098	Feb. 20, 2007	Registered	Inner City Broadcasting Corporation
7.	The Exchange (word mark)	3211097	Feb. 20, 2007	Registered	Inner City Broadcasting Corporation
8.	WLIB HOME OF THE FAMILY CARD 1190 AM RADIO	2393182	Oct. 10, 2000	Registration Lapsed	Inner City Broadcasting Corporation
9.	TOP 9 AT 9	2593180	Jul. 9, 2002	Registration Lapsed	Inner City Broadcasting Corporation
10.	THE ON TIME PROGRAM	2329867	Mar. 14, 2000	Registration Lapsed	Inner City Broadcasting Corporation
11.	SPORTS BOX	2333047	Mar. 21, 2000	Registration Lapsed	Inner City Broadcasting Corporation
12.	JOY IN THE MORNING	2570607	May 21, 2002	Registration Lapsed	Inner City Broadcasting Corporation
13.	FLAVA ZONE	2570606	May 21, 2002	Registration Lapsed	Inner City Broadcasting Corporation