

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ICBC Broadcast Holdings, Inc.		10/19/2012	CORPORATION: DELAWARE

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: 11

Property Type	Number	Word Mark
Registration Number:	3519108	ALL REQUEST CLASSIC SOUL LUNCH HOUR
Registration Number:	2621103	KIXIE
Registration Number:	2573158	KVTO
Registration Number:	2573157	KVVN
Registration Number:	2498261	WARQ
Registration Number:	2498260	WJMI
Registration Number:	2627389	WKXI
Registration Number:	2496218	WOAD
Registration Number:	2631427	WOIC
Registration Number:	2496219	WWDM
Registration Number:	4338498	WMFX

CORRESPONDENCE DATA

Fax Number: 6123336798

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

TRADEMARK

via US Mail.

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
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: 6

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of October 19, 2012 (this "Assignment"), is made and entered into by and among Inner City Media Corporation, a Delaware corporation ("Lead Seller"), each of its subsidiary debtors listed herein (each a "Debtor", and together with Lead Seller, "Sellers", and each individually a "Seller") and YMF Media LLC, a Delaware limited liability company ("Purchaser"). Sellers and Purchaser are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Parties entered into that certain Asset Purchase and Sale Agreement dated as of April 19, 2012 (the "Asset Purchase Agreement").

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase 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:

1. Assignment. Each Seller hereby conveys, assigns, transfers and delivers to the Purchaser all of such Seller's right, title and interest in and to the Purchased Intellectual Property, together with all goodwill associated therewith.

2. Acceptance and Assumption. Purchaser hereby accepts the conveyance, assignment, transfer and delivery of the Purchased Intellectual Property, together with all goodwill associated therewith.

3. Further Assurances. Sellers and Purchaser shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon 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 as of the Closing.

5. Terms of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Assignment is in accordance with and is subject to all of the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of any Seller or Purchaser contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

6. Governing Law. This Assignment, the rights and obligations of the parties hereunder, and any claim or controversy (whether based on contract, tort, or any other theory) directly or indirectly based upon or arising out of this Assignment or the negotiation, execution or performance of this Assignment, including all matters of construction, validity and performance, shall in all respects be governed by and interpreted, construed, and determined in accordance with the internal laws of the State of New York (without regard to any conflict of

laws provision that would require the application of the law of any other jurisdiction other than the principles set forth in Section 5-1401 of the General Obligations Law of the State of New York) and, to the extent applicable, the Bankruptcy Code.

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 (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in respect of Sellers in the Chapter 11 Cases) and 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. Submission to Jurisdiction; Consent to Service of Process. Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Assignment and to decide any claims or disputes which may arise or result from, or be connected with, this Assignment and any breach or default hereunder, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in the Asset Purchase Agreement; provided, however, that if the Chapter 11 Cases have closed, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the Parties hereby consents to process being served by any Party to this Assignment in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 12.9 of the Asset Purchase Agreement.

10. 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 (I) 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 (II) 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 10.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the day and year first above written.

INNER CITY MEDIA CORPORATION

By: 
Name: Pierre M. Sutton
Title: Chief Executive Officer

ICBC BROADCAST HOLDINGS, INC.

By: 
Name: Pierre M. Sutton
Title: Chief Executive Officer

**INNER CITY BROADCASTING
CORPORATION OF BERKELEY**

By: 
Name: Pierre M. Sutton
Title: Chief Executive Officer

URBAN RADIO, L.L.C.

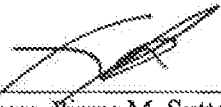
By: 
Name: Pierre M. Sutton
Title: Chief Executive Officer

ICBC-NY, L.L.C.

By: 
Name: Pierre M. Sutton
Title: Chief Executive Officer

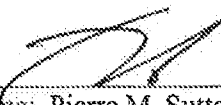
Signature Page to ICMC Assignment and Assumption Agreement

ICBC BROADCAST HOLDINGS-CA, INC.

By: 
Name: Pierre M. Sutton
Title: Chief Executive Officer

URBAN RADIO OF MISSISSIPPI, L.L.C.
URBAN RADIO I, L.L.C.
URBAN RADIO II, L.L.C.
URBAN RADIO III, L.L.C.
URBAN RADIO IV, L.L.C.
URBAN RADIO OF SOUTH CAROLINA,
L.L.C.

By: URBAN RADIO, L.L.C., its sole member

By: 
Name: Pierre M. Sutton
Title: Chief Executive Officer

Signature Page to ICMC Assignment and Assumption Agreement

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the day and year first above written.

YMF MEDIA LLC

By: 

Name: Robert P. Birmingham

Title: Vice President and Secretary

Signature Page to ICMC Assignment and Assumption Agreement