

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Learfield Communications, Inc.		10/09/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2959151	LEARFIELD
Registration Number:	2959152	LEARFIELD SPORTS
Registration Number:	3025306	WISCONSIN RADIO NETWORK
Registration Number:	2934566	AGRIAMERICA
Registration Number:	3025307	RADIO IOWA
Registration Number:	4208711	SOUTH CAROLINA RADIO NETWORK
Registration Number:	4311372	MONET
Registration Number:	4208712	NEBRASKA RADIO NETWORK
Registration Number:	2656293	BROWNFIELD NETWORK
Registration Number:	2639299	MISSOURINET
Registration Number:	1998323	LEARFIELD COMMUNICATIONS
Registration Number:	1930100	

CORRESPONDENCE DATA

OP \$315.00 2959151

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: 212 819-8200

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Correspondent Name: Matthew Campion/White & Case LLP

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Address Line 2: Patent & Trademark Dept.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2424
NAME OF SUBMITTER:	Matthew Campion
Signature:	/Matthew Campion/
Date:	10/10/2013

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of October 9, 2013, (this “**Agreement**”), among Learfield Communications, Inc., a Delaware corporation (the “**Grantor**”) and Deutsche Bank AG New York Branch (“**DBNY**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of October 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of October 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Second Lien Credit Agreement**”), by and among, *inter alios*, Baby Bison, Inc., a Delaware corporation, which will be merged with and into Learfield Communications, Inc., a Delaware corporation, Papa Bison, Inc., a Delaware corporation, which will be merged with and into Learfield Communications Holdings, Inc., a Delaware corporation, the lenders from time to time party thereto (collectively, the “**Second Lien Lenders**”) and DBNY, in its capacities as administrative agent and collateral agent for the lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, 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.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

SECTION 3. **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 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

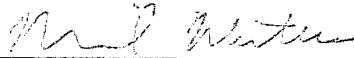
LEARFIELD COMMUNICATIONS, INC.

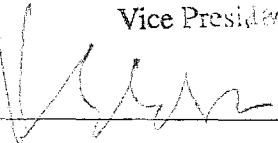
By: 

Name: Marty Gausvik

Title: Treasurer and Chief Financial Officer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Michael Winters
Title: Vice President

By: 
Name: Kirk L. Tashjian
Title: Vice President

Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 005129 FRAME: 0310

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Learfield Communications, Inc.	2959151	LEARFIELD
Learfield Communications, Inc.	2959152	LEARFIELD SPORTS
Learfield Communications, Inc.	3025306	WISCONSIN RADIO NETWORK
Learfield Communications, Inc.	2934566	AGRIAMERICA
Learfield Communications, Inc.	3025307	RADIO IOWA
Learfield Communications, Inc.	4208711	SOUTH CAROLINA RADIO NETWORK
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Learfield Communications, Inc.	4208712	NEBRASKA RADIO NETWORK
Learfield Communications, Inc.	2656293	BROWNFIELD
Learfield Communications, Inc.	2639299	MISSOURINET
Learfield Communications, Inc.	1998323	LEARFIELD COMMUNICATIONS
Learfield Communications, Inc.	1930100	LEARFIELD LOGO