

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMMIS PUBLISHING, L.P.		06/10/2014	LIMITED PARTNERSHIP: INDIANA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 76			
Property Type	Number	Word Mark	
Registration Number:	1917939	INDIANAPOLIS MONTHLY	
Registration Number:	1251117	ATLANTA	
Registration Number:	1251118	ATLANTA	
Registration Number:	0735488	ATLANTA MAGAZINE	
Registration Number:	2083254	ATLANTA MAGAZINE	
Registration Number:	2211138	CINCINNATI MAGAZINE	
Registration Number:	2325902	TASTE OF INDIANAPOLIS	
Registration Number:	1027910	TEXAS MONTHLY	
Registration Number:	2113378	BEHIND THE LINES	
Registration Number:	2355473	TEXAS MONTHLY	
Registration Number:	1379148	DOMAIN	
Registration Number:	2009987	LOS ANGELES	
Registration Number:	2053510	BEST OF LA	
Registration Number:	1835407	BEST OF LA	
Registration Number:	2291770	STREET SMART	
Registration Number:	2257898	LA MAGAZINE	
Registration Number:	2182747	E EMMIS PUBLISHING	
Registration Number:	2054150	L.A. STYLE	
Registration Number:	2761949	TEXAS TRAVELER	
TRADEMARK			

CH \$1915.00 1917939

Property Type	Number	Word Mark
Registration Number:	1678086	BUZZ
Registration Number:	4082548	THE BABY GUIDE AND KIDS TOO
Registration Number:	3413672	TOPIC A
Registration Number:	3413671	MEANWHILE, BACK AT THE RANCH
Registration Number:	3413669	STREET SMARTS
Registration Number:	3413668	MINISTER OF HEALTH
Registration Number:	3381016	THE INDIANAPOLIS MAGAZINE
Registration Number:	3263469	THE HORSE'S MOUTH
Registration Number:	3282211	LOS ANGELES
Registration Number:	3456612	BURKABLOG
Registration Number:	3419235	ATLANTA WEDDINGS
Registration Number:	3419121	TEXAS MONTHLY @ HOME
Registration Number:	3416363	FAITH BASES
Registration Number:	3370506	LONE STARS SHINING, THE 100 BEST COMPANI
Registration Number:	2967207	CINCINNATI WEDDING
Registration Number:	3099113	LOS ANGELES WEDDINGS
Registration Number:	3604718	THE TEXANIST
Registration Number:	3539074	THE TEXANIST
Registration Number:	3592016	TM
Registration Number:	3456628	TM
Registration Number:	3587889	TM
Registration Number:	3456627	TM
Registration Number:	3468986	TU CIUDAD
Registration Number:	2928909	CINCINNATI
Registration Number:	2834684	TEXAS MONTHLY TALKS
Registration Number:	2864807	BUZZ
Registration Number:	2898384	THE ULTIMATE INTOWN LIVING TOUR
Registration Number:	3681764	OBJECT LESSON
Registration Number:	4228993	Q
Registration Number:	4211460	TM DAILY POST
Registration Number:	4186877	ATLANTA MAGAZINE
Registration Number:	4183428	ATLANTA
Registration Number:	4184522	THE WORKING LIFE
Registration Number:	4142787	TEXAS MONTHLY BBQ
Registration Number:	4112918	PAT'S PICK
Registration Number:	4084798	LIFE QUEST
Registration Number:	4013597	TEXAS MONTHLY
Registration Number:	4010367	TEXASMONTHLY NEWS
Registration Number:	4010363	TEXASMONTHLY BBQ FESTIVAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4010362	TEXASMONTHLY BBQ FESTIVAL
Registration Number:	3961951	TEXASMONTHLY
Registration Number:	3921323	THE MANUAL
Registration Number:	3827594	PAGE BREAK
Registration Number:	4317278	TM
Registration Number:	4290510	THE NATIONAL MAGAZINE OF TEXAS
Registration Number:	4411631	TEXAS BOUND FOR GOLF
Registration Number:	4265608	TEXAS MONTHLY AUCTIONS
Registration Number:	4327672	TEXAS MONTHLY OUTDOOR GUIDE
Registration Number:	4331194	TEXAS MONTHLY BBQ FINDER
Serial Number:	85770538	TEXASMONTHLY
Serial Number:	86257360	BEST OF LA
Serial Number:	85844635	ENCYCLOPEDIA TEXANICA
Serial Number:	85908058	HOW TO RAISE A TEXAN
Serial Number:	85927638	TEXAS BARBECUE WEEK
Serial Number:	85970232	BEST & WORST LEGISLATORS
Serial Number:	86142399	TM BBQ FEST
Serial Number:	86171212	TM TALKS

CORRESPONDENCE DATA

Fax Number:

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

Email: smckinney@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Scott A. McKinney

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	12941-039
NAME OF SUBMITTER:	Scott McKinney
SIGNATURE:	/Scott McKinney/
DATE SIGNED:	06/20/2014

Total Attachments: 8

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**NOTICE OF SECURITY INTERESTS IN
TRADEMARKS**

This NOTICE OF SECURITY INTERESTS IN TRADEMARKS (this “Agreement”), dated as of June 10, 2014, is made by EMMIS PUBLISHING, L.P., an Indiana limited partnership (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent for the equal and ratable benefit of the Secured Creditors (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”).

The Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 10, 2014, in favor of the Administrative Agent for the equal and ratable benefit of the Secured Creditors (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “GCA”). The Grantor has pledged and granted to the Administrative Agent a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is, hereby acknowledged, the Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the GCA or Credit Agreement referred to therein.

2. Grant of Security Interest. (a) This Agreement is made to secure the payment of all of the Secured Obligations as provided more fully in the GCA. Upon the termination of the GCA and release of the liens thereunder as provided in Section 7.12(a) of the GCA or upon the release of the Collateral pursuant to and in accordance with Section 7.12(b) through (d) of the GCA, the Administrative Agent shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks and will take any other action required by Section 7.12(e) of the GCA, including, without limitation, the filing of terminations and releases with the United States Patent and Trademark Office.

(b) As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in and to all of the Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the “Trademarks”), but excluding any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or

15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the GCA and is expressly subject to the terms and conditions thereof. The GCA (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the GCA and the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the GCA, the terms of the GCA shall govern.

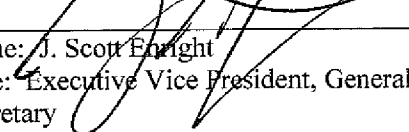
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

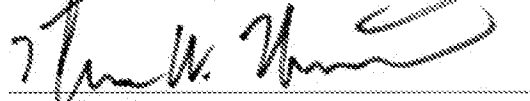
EMMIS PUBLISHING, L.P.

By 
Name: J. Scott Enright
Title: Executive Vice President, General Counsel and
Secretary

[Notice of Security Interests in Trademarks]

TRADEMARK
REEL: 005306 FRAME: 0926

JPMORGAN CHASE BANK, N.A.,
As Administrative Agent

By: 
Thomas W. Harrison
Senior Vice President / Authorized Officer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REGISTRATION DATE	REGISTRATION NUMBER
Indianapolis Monthly (words only)	9/12/95	1,917,939
Atlanta (words only)	9/13/83	1,251,117
Atlanta (stylized letters)	9/13/83	1,251,118
Atlanta Magazine (words only)	7/31/62	735,488
Atlanta Magazine (words only)	7/29/97	2,083,254
Cincinnati Magazine	12/15/98	2,211,138
Taste of Indianapolis	3/7/00	2,325,902
Texas Monthly	12/23/75	1,027,910
Behind the Lines	11/18/97	2,113,378
Texas Monthly	6/6/00	2,355,473
Domain	1/21/86	1,379,148
Los Angeles	10/22/96	2,009,987
Best of LA	4/15/97	2,053,510
The Best of LA	5/10/94	1,835,407
Street Smart	11/9/99	2,291,770
LA Magazine	6/29/99	2,257,898
E Emmis Publishing and design	8/18/98	2,182,747
L.A. Style	4/22/97	2,054,150
Texas Traveler	9/9/03	2,761,949
Buzz	3/3/1992	1,678,086
The Baby Guide and Kids Too	1/10/2012	4,082,548
Topic A	4/15/08	3,413,672
Meanwhile, Back at the Ranch	4/15/08	3,413,671
Street Smarts	4/15/08	3,413,669
Minister of Health	4/15/08	3,413,668
The Indianapolis Magazine	2/12/08	3,381,016

MARK	REGISTRATION DATE	REGISTRATION NUMBER
The Horses' Mouth	7/10/07	3,263,469
Los Angeles (Stylized)	8/21/07	3,282,211
Burkablog	7/1/08	3,456,612
Atlanta Weddings	4/29/08	3,419,235
Texas Monthly @ Home	4/29/08	3,419,121
Faith Bases	4/22/08	3,416,363
Lone Stars Shining, the 100 Best Companies to Work for in Texas	1/15/08	3,370,506
Cincinnati Wedding	7/12/05	2,967,207
Los Angeles Weddings	5/30/06	3,099,113
The Texanist	4/7/09	3,604,718
The Texanist	11/25/08	3,539,074
TM & Design	3/17/09	3,592,016
TM & Design	7/1/08	3,456,628
TM	3/10/09	3,587,889
TM	7/1/08	3,456,627
Tu Ciudad	7/15/08	3,468,986
Cincinnati	3/1/05	2,928,909
Texas Monthly Talks	4/30/04	2,834,684
Buzz	7/20/04	2,864,807
The Ultimate Intown Living Tour	10/26/04	2,898,384
Object Lesson	9/8/09	3,681,764
Q (stylized)	10/23/12	4,228,993
TM Daily Post	9/18/12	4,211,460
Atlanta Magazine	8/7/12	4,186,877
Atlanta	7/31/12	4,183,428
The Working Life	7/31/12	4,184,522
Texas Monthly BBQ and Design	5/15/12	4,142,787
Pat's Pick	3/13/12	4,112,918
Life Quest	1/10/12	4,084,798

MARK	REGISTRATION DATE	REGISTRATION NUMBER
Texas Monthly	8/16/11	4,013,597
TexasMonthly News	8/9/11	4,010,367
TexasMonthly BBQ Festival	8/9/11	4,010,363
TexasMonthly BBQ Festival (design)	8/9/11	4,010,362
TexasMonthly	5/17/11	3,961,951
The Manual	2/15/11	3,921,323
Page Break	8/31/10	3,827,594
TM and Design	4/9/2013	4,317,278
The National Magazine of Texas	2/12/2013	4,290,510
Texas Bound for Golf	10/12/2013	4,411,631
Texas Monthly Auctions	12/25/2012	4,265,608
Texas Monthly Outdoor Guide	4/30/2013	4,327,672
Texas Monthly BBQ Finder	5/7/2013	4,331,194
Behind the Line	6/3/1988	48,466
The Roar of the Crowd	1/20/1978	34,442
The Texas Monthly Reporter	1/20/1978	34,444
Indianapolis Monthly Shops	9/22/2011	20,120,572
Best of Atlanta	9/24/1997	S16656
Atlanta Magazine	7/26/1974	T252

Pending Trademark Applications

MARK	FILING DATE	SERIAL NUMBER
Texas Monthly	11/2/12	85/770,538
Best of LA	2/21/2014	86/257,360
Encyclopedia Texanica	2/8/2013	85/844,635
How to Raise a Texan	4/18/2013	85/908,058
Texas Barbeque Week	5/9/2013	85/927,638
Best & Worst Legislators	6/26/2013	85/970,232
TM BBQ Fest	12/12/2013	86/142,399

TM Talks	1/21/2014	86/171,212
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