

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308294

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EMMIS RADIO, LLC		06/10/2014	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1922477	WQCD	
Registration Number:	2335536	SMOOTH CRUISE	
Registration Number:	1211859		
Registration Number:	1222068	ST. LOUIS' BEST ROCK	
Registration Number:	1370559	REAL ROCK RADIO	
Registration Number:	1348574	K-SHE-95	
Registration Number:	2477364	HOT 97	
Registration Number:	2611930	HIP HOP SYMPHONY	
Registration Number:	2917414	ALTERNATRIP	
Registration Number:	3462222	RXP	
Registration Number:	3447958	POWER 106 FM	
Registration Number:	3377723	NEW @ 2	
Registration Number:	3310112	TICKETS ON THE 10S	
Registration Number:	3123677	WHERE HIP HOP LIVES	
Registration Number:	3178337	WHO'S NEXT	
Registration Number:	3199618	WHO'S NEXT LIVE	
Registration Number:	3035754	MUSIC WITH CLASS	
Registration Number:	2926438	POWER LAB	
Registration Number:	2914550	HOT 93.3	
<b>TRADEMARK</b>			

CH \$865.00 1922477

Property Type	Number	Word Mark
Registration Number:	3507545	REAL ROCK MUSEUM
Registration Number:	3467773	THE NY ROCK EXPERIENCE
Registration Number:	3056963	
Registration Number:	3334738	WEBRUARY
Registration Number:	4198544	HIP HOP VOTES HOT 97 FM
Registration Number:	4197746	HOT 97 FM
Registration Number:	4194765	HIP HOP HAS HEART
Registration Number:	4118159	LOUD DIGITAL NETWORK
Registration Number:	4096305	POWER PAYROLL
Registration Number:	4320423	POWER 106 FM
Registration Number:	4383963	HOT 97 FM
Registration Number:	4426756	ACTIFY
Registration Number:	4497600	ACTIVATE THE EXPERIENCE
Registration Number:	4513827	
Serial Number:	85765786	WHERE HIP HOP LIVES

**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

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

**Total Attachments: 7**

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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 RADIO, LLC, an Indiana limited liability company (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.

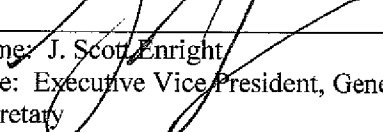
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

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 RADIO, LLC**

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

[Notice of Security Interests in Trademarks]

**TRADEMARK**  
**REEL: 005306 FRAME: 0942**

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**

<b>MARK</b>	<b>REG. DATE/ FILING DATE</b>	<b>REG. NO./SERIAL NO.</b>
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/05/82	1,211,859
St. Louis' Best Rock (words only)	12/28/82	1,222,068
Real Rock Radio (words only)	11/12/85	1,370,559
K-SHE-95 (words only)	7/9/85	1,348,574
HOT 97	8/14/01	2,477,364
Hip Hop Symphony	8/27/02	2,611,930
Alternatrip	1/11/05	2,917,414
RXP	7/8/08	3,462,222
Power 106 FM	6/17/08	3,447,958
New @ 2	2/5/08	3,377,723
Tickets On The 10s	10/9/07	3,310,112
Where Hip Hop Lives	8/1/06	3,123,677
Who's Next	11/28/06	3,178,337
Who's Next Live	1/16/07	3,199,618
Music With Class	12/27/05	3,035,754
Power Lab	2/15/05	2,926,438
Hot 93.3	12/28/04	2,914,550
Real Rock Museum	9/30/08	3,507,545
The NY Rock Experience	7/15/08	3,467,773
(Sound Mark)	2/7/06	3,056,963
Webruary	11/13/07	3,334,738
Hip Hop Votes Hot 97 FM	8/28/12	4,198,544
Hot 97 FM	8/28/12	4,197,746
Hip Hop Has Heart	8/21/12	4,194,765

MARK	REG. DATE/ FILING DATE	REG. NO./SERIAL NO.
Loud Digital Network	3/27/12	4,118,159
Power Payroll	2/7/12	4,096,305
POWER 106 FM	4/16/2013	4,320,423
WHERE HIP HOP LIVES (Pending)	10/29/12	85/765,786
Hot 97 Logo	8/13/2013	4,383,963
Actify	10/29/2013	4,426,756
Activate the Experience	3/8/2014	4,497,600
Actify Logo	4/15/2014	4,513,827
Friday Fiesta Mix	4/17/2007	63,370
Pleasure Fest	3/9/2007	800,776,224
Summer Jam	7/25/2011	S21895
Hot 97 Where Hip Hop Lives	6/6/2005	S19267
Hot 97 FM	8/31/1999	15,857
Hot 97 FM	8/30/1999	S16724
Hot 97 FM	10/23/1995	S14823
Summer Jam	8/3/2011	23,749
Hot 97 Where Hip Hop Lives	7/6/2005	22,234
The Rock of St. Louis	2/13/2009	S18165
KSHE SCHTUFF	2/2/2007	S17547
The Next Generation of Classic Rock	5/31/2012	104,265
Summer Jam	7/20/2011	23,858
Hot 97 Where Hip Hop Lives	6/6/2005	22,369
Hot 97 FM	9/27/1999	20,795
Hot 97 FM	12/25/1995	9,694
High School Takeover	10/7/2013	68,891
Phone Tap	12/1/2009	66,093
Cali Caliente Party Mix	11/25/2009	66,078
Power Hour	9/17/2007	63,940
Tickets on the Tens	5/24/2007	63,535
Saturday Nite Party Mix	4/17/2007	63,371



<b>MARK</b>	<b>REG. DATE/ FILING DATE</b>	<b>REG. NO./SERIAL No.</b>
New at 2	1/30/2003	57,205
The Hat of Forbidden Questions	5/10/2001	54,792
Power Party Mix	8/18/1999	51,963
Mickey Fickey Mix	8/18/1999	51,967
Power 106 FM	7/21/1986	27,553
Power 106 FM	7/21/1986	27,555
Powerhouse	7/21/1986	27,554
Power 106	1/16/1986	25,570
L.A.'s Power FM	1/16/1986	25,572