

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of the Security Interest recorded at Reel/Frame 3828/0287		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		05/01/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Capstar Broadcasting Partners, Inc.		
Street Address:	20880 Stone Oak Pkwy		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78258		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2482767	STARSYSTEM	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>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.</i>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	10321-165 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	05/02/2019		
Total Attachments: 7			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 1, 2019 (the “Effective Date”), is made by Citibank, N.A., in its capacity as Administrative Agent for the Secured Parties (the “Agent”), in favor of AMFM Inc. (“AMFM”), AMFM Broadcasting, Inc. (“AMFM Broadcasting”), AMFM Michigan, Inc. (“AMFM Michigan”), AMFM Operating, Inc. (“AMFM Operating”), AMFM Radio Group, Inc. (“AMFM Radio Group”), Capstar Broadcasting, Inc. (“Capstar Broadcasting”), Capstar Radio Operating Company (“Capstar Radio”, and together with AMFM, AMFM Broadcasting, AMFM Michigan, AMFM Operating, AMFM Radio Group, and Capstar Broadcasting, the “Grantors”).

WHEREAS, pursuant to that certain Principal Properties Security Agreement, dated as of July 30, 2008, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Administrative Agent for the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, AMFM executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “AMFM Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0187;

WHEREAS, pursuant to the Security Agreement, AMFM Broadcasting executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “AMFM Broadcasting Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0195;

WHEREAS, pursuant to the Security Agreement, AMFM Michigan executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “AMFM Michigan Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0217;

WHEREAS, pursuant to the Security Agreement, AMFM Operating executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “AMFM Operating Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0234;

WHEREAS, pursuant to the Security Agreement, AMFM Radio Group executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “AMFM Radio Group Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0254;

WHEREAS, pursuant to the Security Agreement, Capstar Broadcasting executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “Capstar Broadcasting Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0287; and

WHEREAS, pursuant to the Security Agreement, Capstar Radio executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “Capstar Radio Trademark Security Agreement”, and together with the AMFM Trademark Security Agreement, the AMFM Broadcasting Trademark Security Agreement, the AMFM Michigan Trademark Security Agreement, the AMFM

Operating Trademark Security Agreement, the AMFM Radio Trademark Security Agreement, and the Capstar Broadcasting Trademark Security Agreement, the “Trademark Security Agreements”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0329.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, on behalf of itself and the Secured Parties, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral (as defined in each Trademark Security Agreement), including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.


3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels each Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**Citibank, N.A., acting in its capacity as Agent
for the Secured Parties**

By: 
.....

Name: Christopher Marino
Title: Vice President and Director

GRANTORS:

AMFM INC.
AMFM BROADCASTING, INC.
AMFM MICHIGAN, INC.
AMFM OPERATING, INC.
AMFM RADIO GROUP, INC.
CAPSTAR BROADCASTING, INC.
CAPSTAR RADIO OPERATING
COMPANY

SCHEDULE I

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame
3828/0187**

Trademark	Owner	Registration Number/ Serial Number
LISTEN WITHOUT PREJUDICE	AMFM Inc.	2,613,607
AMFM RADIO NETWORKS	AMFM Inc.	2,511,257
THE BEAT	AMFM Inc.	2,191,926
STICKER STOP	AMFM Inc.	2,152,604
NO COLOR LINES	AMFM Inc.	2,139,224
THE BEAT	AMFM Inc.	1,814,106

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame
3828/0195**

Trademark	Owner	Registration Number/ Serial Number
UPLIFT! CHICAGO	AMFM Broadcasting, Inc.	3,340,658
QUEER CHANNEL	AMFM Broadcasting, Inc.	3,125,200
STAR LOUNGE	AMFM Broadcasting, Inc.	2,904,857
WISHFUL WEDNESDAYS	AMFM Broadcasting, Inc.	2,822,654
FUNKTASTIC BOMBASTIC	AMFM Broadcasting, Inc.	2,824,140
FUNKATEERS	AMFM Broadcasting, Inc.	2,713,281
THE LOVE AFFAIR	AMFM Broadcasting, Inc.	2,766,266
WNUA	AMFM Broadcasting, Inc.	2,671,799
V12 RADIO	AMFM Broadcasting, Inc.	2,625,304
THE VELVET ROOM	AMFM Broadcasting, Inc.	2,705,352
ALICE CARES FOR KIDS	AMFM Broadcasting, Inc.	2,542,966
URBAN RADIO MUSIC AWARDS	AMFM Broadcasting, Inc.	2,511,259
THA BOMB	AMFM Broadcasting, Inc.	2,270,605
Z100	AMFM Broadcasting, Inc.	2,180,486
ALICE	AMFM Broadcasting, Inc.	2,145,746
THE FOX	AMFM Broadcasting, Inc.	1,908,839
WGCI	AMFM Broadcasting, Inc.	1,840,921
WORLD'S LARGEST STEPPERS CONTEST	AMFM Broadcasting, Inc.	1,697,212
LOVE SONGS ON THE COAST	AMFM Broadcasting, Inc.	1,637,899
LOVETHOUGHTS	AMFM Broadcasting, Inc.	1,557,309
3-W-S	AMFM Broadcasting, Inc.	1,511,258
IN TUNE	AMFM Broadcasting, Inc.	1,501,338
KABL	AMFM Broadcasting, Inc.	1,481,931
WWSW	AMFM Broadcasting, Inc.	1,481,930
KZFX	AMFM Broadcasting, Inc.	1,481,082
KOST	AMFM Broadcasting, Inc.	1,406,155
KMEL	AMFM Broadcasting, Inc.	1,374,228

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame
3828/0217**

Trademark	Owner	Registration Number/ Serial Number
PHONE SCAMS	AMFM Michigan, LLC	2,694,837
WAR OF THE ROSES	AMFM Michigan, LLC	2,527,555
THE BREAKFAST CLUB	AMFM Michigan, LLC	2,137,981

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame
3828/0234**

Trademark	Owner	Registration Number/ Serial Number
COUNTRY LIVE TONIGHT	AMFM Operating Inc.	2,691,704
MEGA	AMFM Operating Inc.	2,689,617
MEGA 100	AMFM Operating Inc.	2,659,776
KOOL	AMFM Operating Inc.	2,562,841
BROWN BAG'S ARSENAL	AMFM Operating Inc.	2,528,092
PHONE SCAM	AMFM Operating Inc.	2,515,911
BROWN BAG'S FIREPOWER	AMFM Operating Inc.	2,513,177
AMFM RADIO NETWORKS	AMFM Operating Inc.	2,503,218
COUNTRY AFTER DARK WITH MICHELLE LEE OUTLAW	AMFM Operating Inc.	2,497,842
KOOL	AMFM Operating Inc.	2,467,209
STAR LOUNGE	AMFM Operating Inc.	2,442,205
COOL	AMFM Operating Inc.	2,440,113
COOL	AMFM Operating Inc.	2,440,112
THE PEOPLE'S STATION	AMFM Operating Inc.	2,403,481
KMEL JAMS	AMFM Operating Inc.	2,399,318
LOVE ZONE	AMFM Operating Inc.	2,397,163
DESIGN ONLY	AMFM Operating Inc.	2,389,848
KDWB 101.3	AMFM Operating Inc.	1,965,305
KDWB	AMFM Operating Inc.	1,938,924
TURN YOUR KNOB TO BOB	AMFM Operating Inc.	1,852,636
THE TEAM	AMFM Operating Inc.	1,821,715
GOOD TIMES AND GREAT OLDIES	AMFM Operating Inc.	1,689,316
NOBODY PLAYS MORE MUSIC	AMFM Operating Inc.	1,549,668
KMEN	AMFM Operating Inc.	1,528,753
WOCL	AMFM Operating Inc.	1,513,070
WUBE	AMFM Operating Inc.	1,506,415
KGGGI	AMFM Operating Inc.	1,506,410
WALK	AMFM Operating Inc.	1,397,971

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame
3828/0254**

Trademark	Owner	Registration Number/ Serial Number
KTU	AMFM Radio Group, Inc.	2,260,224
THE BEAT OF NEW YORK	AMFM Radio Group, Inc.	2,169,192
W4 COUNTRY	AMFM Radio Group, Inc.	1,500,797
WWW	AMFM Radio Group, Inc.	1,496,187

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame
3828/0287**

Trademark	Owner	Registration Number/ Serial Number
STARSYSTEM	Capstar Broadcasting Partners, Inc.	2,482,767

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame
3828/0329**

Trademark	Owner	Registration Number/ Serial Number
STYLE STAGE NYC	Capstar Radio Operating Company	3,396,257
THE WILD HARE	Capstar Radio Operating Company	3,173,309
THE MORNING BREW	Capstar Radio Operating Company	3,171,018
THE BREW	Capstar Radio Operating Company	3,171,017
SLOPE SPIES	Capstar Radio Operating Company	3,138,966
KRZR 103.7 THE WILD HARE	Capstar Radio Operating Company	3,085,211
SUNDAY IN THE SOUTH	Capstar Radio Operating Company	2,936,334
SISTAHS	Capstar Radio Operating Company	2,923,096
ANGELS IN WAITING	Capstar Radio Operating Company	2,906,824
NEW HAMPSHIRE'S ROCK	Capstar Radio Operating Company	2,904,879
10,000 JOINTS IN A ROW	Capstar Radio Operating Company	2,884,452
UNITY DAY	Capstar Radio Operating Company	2,860,397
WTCR HIGHWAY 23 JAMBOREE	Capstar Radio Operating Company	2,843,099
SOUTHERN CALIFORNIA'S SOFT ROCK WITH LESS TALK	Capstar Radio Operating Company	2,824,556
CAREER-A-PALOOZA	Capstar Radio Operating Company	2,808,829
THE DAM	Capstar Radio Operating Company	2,677,627
JAMMIN' OLDIES	Capstar Radio Operating Company	2,635,692
MEET MARKET	Capstar Radio Operating Company	2,614,785
INTERACTIVE 9 AT 9	Capstar Radio Operating Company	2,597,570
INTERACTIVE LUNCH	Capstar Radio Operating Company	2,581,681
MILLION DOLLAR DASH FOR CASH	Capstar Radio Operating Company	2,570,573
Q104.3	Capstar Radio Operating Company	2,570,123
SPOOKTACULAR	Capstar Radio Operating Company	2,542,981
JINGLE BALL	Capstar Radio Operating Company	2,531,177
JAM'N	Capstar Radio Operating Company	2,338,301
JAM SCAM	Capstar Radio Operating Company	2,326,619

Trademark	Owner	Registration Number/ Serial Number
GREG AND THE MORNING BUZZ	Capstar Radio Operating Company	2,292,331
BALLBUSTER SPORTS TRIVIA	Capstar Radio Operating Company	2,291,946
THE MORNING BUZZ	Capstar Radio Operating Company	2,287,477
SAVIORS OF CAPITALAND RADIO	Capstar Radio Operating Company	2,185,863
HOME INVASION	Capstar Radio Operating Company	2,185,857
SUNDAY IN THE SOUTH	Capstar Radio Operating Company	2,178,011
DJ SPIN	Capstar Radio Operating Company	2,090,974
THE BATTLE OF THE SEXES	Capstar Radio Operating Company	2,030,249
MORE STIMULATING TALK RADIO	Capstar Radio Operating Company	1,846,994
BETWEEN THE SHEETS	Capstar Radio Operating Company	1,737,199
DESIGN ONLY	Capstar Radio Operating Company	1,505,199
KFI	Capstar Radio Operating Company	1,405,285
WLTW	Capstar Radio Operating Company	1,370,576
MYFM	Capstar Radio Operating Company	77/287,501
DJ SPINBAD	Capstar Radio Operating Company	77/418,140