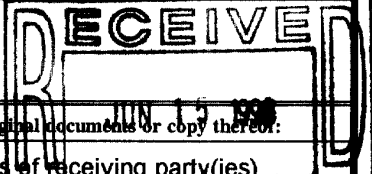


06-26-1998



100747846

DATION FORM COVER SHEET
TRADEMARKS ONLY



To the Honorable Commissioner of Patents And Trademarks: Please record the attached original documents or copy thereof:

MR 6-15-98

1. Name of conveying party(ies):
Worldwide Satellite Network, Inc.,
successor-in-interest to
Global Satellite Network, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Nevada
 Other _____

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies)
Name: **The AMFM Radio Networks, Inc.**
Internal Address: **Suite 800**
Address: **12655 North Central Expressway**
City: **Dallas** State: **TX** Zip: **75243**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) attached? Yes No

3. Nature of conveyance

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **June 11, 1998**

4. Application number(s) or registration number(s):

A. Trademark Application Number(s)

B. Trademark Registration Number(s)
1,795,339 2,054,167
2,039,974

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Philip Beaumont
Chadbourne & Parke LLP
1200 New Hampshire Ave.
Washington, DC 20036
(Tel.: (202) 974-5650)

6. Total number of applications and registrations involved **3**

7. Total fee (37 CFR 3.41) **\$90**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account No.: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Philip Beaumont **June 11, 1998**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **4**

06/26/1998 TTON11 00000008 1795339
01 FC:481 40.00 OF
02 FC:482 56.00 OF

EXHIBIT A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ROCKLINE	1,795,339	September 28, 1993
MODERN ROCK LIVE	2,054,167	April 22, 1997
LIVE FROM THE PIT and Design	2,039,974	February 25, 1997

ASSIGNMENT OF U.S. TRADEMARKS

THIS ASSIGNMENT OF U.S. TRADEMARKS (this "Assignment") dated this ___ day of June, 1998, from Worldwide Satellite Network, Inc. (a successor-in-interest to Global Satellite Network, Inc., a California corporation), a Nevada corporation having offices at 14958 Ventura Boulevard, Sherman Oaks, CA 91403, hereinafter referred to as "Assignor", to The AMFM Radio Networks, Inc. a Delaware corporation, having offices at 12655 North Central Expressway, Suite 800, Dallas, TX 75243, hereinafter referred to as "Assignee" is made pursuant to the Purchase Agreement, by and between Assignor and Assignee, dated as of June 5, 1998 (the "Purchase Agreement"). All capitalized terms used herein shall have the meaning given such terms in the Purchase Agreement, unless otherwise defined herein;

W I T N E S S E T H :

WHEREAS, Assignor owns all right title and interest in and to the United States trademarks and service marks set forth on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Marks");

WHEREAS, pursuant to the Purchase Agreement, Assignor is assigning, on even date herewith, certain assets, tangible and intangible, of Assignor to Assignee, including

all right, title and interest in and to the Marks, the registration thereof and the goodwill attendant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor has agreed to sell and has sold, assigned, transferred and set over and does hereby sell, assign, transfer, convey and set over unto the said Assignee and its successors and assigns, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by and connected with the use of the Marks, the registration of the Marks and any other related rights, to be held and enjoyed by the Assignee, and its successors and assigns, for their own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, including, without limitation, the right to maintain and renew the registration of all Marks, the right to recover for past infringement and to make application or institute suit therefor.

The Assignor hereby authorizes the Assignee to apply for and obtain the recordation of this Assignment. The Assignor agrees that it shall, without further consideration, promptly and duly cause to be performed such lawful acts and execution of any other documents as the Assignee may reasonably request in order for the Assignee to obtain the full benefit of this Assignment and to permit the Assignee to

be duly recorded in each office, bureau and tribunal in the appropriate jurisdiction as the registered owner or proprietor of each of the rights hereby assigned. Such instruments and documents shall include, without limitation, affidavits, including affidavits of use, and other documents for filing in such jurisdictions as the Assignee may from time to time reasonably request.

The Assignor hereby represents and warrants that there are no rights and interests outstanding inconsistent with the rights and interests granted herein and that the Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent herewith.

AND it is further covenanted and agreed that Assignor will, at any time upon request, communicate to said Assignee, its successors, assigns or other legal representatives, any facts relating to said Marks and the history thereof known to said Assignor and testify as to the same in any legal proceeding when requested to do so, sign all lawful papers, execute all necessary assignment papers to cause any trademarks to be issued to Assignee, make all rightful oaths and generally do everything necessary or desirable to aid said Assignee, its successors and assigns, to obtain, perfect title in and enforce proper protection for said trademarks, including the Marks, in the United States and in any and all foreign countries.

IN WITNESS WHEREOF, Assignor has caused this
assignment to be executed by its proper officer thereunto duly
authorized, this 11th day of June, 1998.

WORLDWIDE SATELLITE NETWORK, INC.

By: 

Howard Gillman
President and
Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF)
) : ss.:
COUNTY OF)

On the 11th day of June, 1998, before me personally came Howard Gillman, to me known, who, being by me duly sworn, did depose and say that he resides at 14160 BERESFORD RD. BEVERLY HILLS CA 90210; that he is the President and Chief Executive Officer of Worldwide Satellite Network, Inc., a successor-in-interest to Global Satellite Network, Inc., the corporation described in and which executed the above instrument; that it was so executed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.


Notary Public
My Commission Expires:

(SEAL)

