

06-20-2003

Form PTO-1594 (Rev. 10/02) 5-29-03 REI

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Rockline, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other CA Limited Liability Company

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 12/20/02

2. Name and address of receiving party(ies)

Name: Premiere Radio Network, Inc.

Internal

Address:

Street Address: 15620 Ventura Blvd., 5th floor

City: Sherman Oaks State: CA Zip: 91403

- 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 (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

TRADEMARK FEE PROCESS RECEIVED 2003 MAY 29 P 2:59 US PATENT & TRADEMARK OFFICE

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1795339

Additional number(s) attached Yes No

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

Name: Caroline Raufi

Internal Address: Stroock & Stroock & Lavan

Street Address: 2029 Century Park East

18th Floor

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

CAROLINE RAUFI

Name of Person Signing

Caroline Raufi

Signature

5/27/03

Date

7

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/19/2003 ECOMPER 00000181 1795339

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40.00 DP

TRADEMARK REEL: 002759 FRAME: 0497

2. Name and Address of additional receiving party:

AMFM Radio Networks, Inc.  
15260 Ventura Blvd., 5th Floor  
Sherman Oaks, California 91403

Corporation - Delaware

SHORT FORM MORTGAGE OF RIGHTS,

INCLUDING TRADEMARK AND COPYRIGHT

This Short Form Mortgage of Rights, Including Trademark and Copyright (the "Mortgage") is executed in connection with and is subject to that certain Security Agreement dated as of December 20, 2002 (the "Security Agreement") between Rockline, LLC, a California limited liability company ("Debtor"), on the one hand, and Premiere Radio Networks, Inc., a Delaware corporation and AMFM Radio Networks, Inc., a Delaware corporation (collectively, "Secured Party"), on the other hand, with respect to the radio programs "Rockline" and any other past, current or future radio programs developed, produced or broadcast by Debtor including the Purchased Assets and Tape Library (as defined in the Purchase Agreement (collectively, the "Shows"). All terms initially capitalized and not expressly defined herein will have the meanings set forth in the Security Agreement.

**MORTGAGE OF RIGHTS, INCLUDING COPYRIGHT:** As security for the performance of Debtor's obligations pursuant to the Security Agreement and the Purchase Agreement and to induce Secured Party to enter into the Security Agreement and the Purchase Agreement, Debtor hereby grants and assigns to Secured Party for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a first position, first priority continuing security interest in and copyright mortgage on all of Debtor's right, title and interest in and to the items described or referred to in Paragraphs (a) through (c) below (collectively, the "Copyright Collateral"), to the extent such Copyright Collateral is now owned or hereafter acquired or created by Debtor or Debtor's employees, in order to secure the "Secured Obligations" (as defined below):

(a) Literary Property. To the extent now owned or controlled by Debtor or hereafter owned or controlled by Debtor, all literary and other properties in any way connected with the Shows, including, without limitation, the story, the theme, the title, all treatments, all copy, all scripts, all characters therein, their names and characteristics, and other literary material or component parts thereof, including the copyright (common law and statutory) in and to the forgoing ("Literary Property");

(b) Music. All music and musical compositions used or to be used in the Shows, including, without limitation, all written manifestations thereof, all copyrights therein and all rights to record, re-record, produce, perform or synchronize all of such music or any form thereof, all to the extent controlled or owned by Debtor ("Music");

(c) Physical Elements. To the extent now owned or controlled by Debtor or hereafter owned or controlled by Debtor, all physical properties of every kind or nature relating to or embodying the Shows and all versions thereof, including all physical properties relating to the development, production, completion, delivery, or exploitation of the Shows, in whatever stage of completion, including, without limitation, recordings made during or after broadcast transmissions, scripts, and all other Show elements by tape, wire, film, disc or any other similar or dissimilar methods of recording audio portions of radio programming now known or hereafter devised ("Physical Elements");

(d) Distribution Rights; Contract Rights. To the extent now owned or controlled by Debtor or hereafter owned or controlled by Debtor, all rights to distribute, sell, rent and license or otherwise exploit the Shows, the Physical Elements, the Music or the Literary Property or any other part of the Copyright Collateral in any and all media, whether now in existence or hereafter devised, including without limitation, all rights to broadcast, transmit and/or reproduce by any means, or any other process now existing or hereafter devised, all ancillary, derivative, publicity, and merchandising rights with respect thereto, and all rights under any license, affiliate or syndication agreements now existing or hereafter entered into by or on behalf of Debtor (collectively, the "Distribution Rights"), and any and all rights, but not the obligations, of Debtor under any agreements relating to the Shows;

(e) Copyrights. All common law and/or statutory copyrights and all other rights of any kind or nature, domestic and foreign, whether now existing or hereafter arising, together with all renewal and extension rights in connection therewith, and the right to sue for any infringement thereof, with respect to the Shows, Physical Elements, the Literary Property, or the Music (the "Copyrights");

(f) Trademark. All of the following now owned or hereafter acquired by Debtor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing (the "Trademark").

(g) Accounts. All presently owned and hereafter acquired accounts receivable, rights to payment, contract rights, chattel paper, general intangibles and any other right to payment of any sort arising from or in connection with the sale, distribution or exploitation of any of the Copyright Collateral, including without limitation, Debtor's respective rights under all license, affiliate or syndication agreements now existing or entered into hereafter by Debtor with respect to the Shows, and Debtor's rights in or to services or other performances by any third parties, including without limitation, hosts, musicians, actors, writers, directors, composers, individual producers and any other persons in any way connected with the Shows, the Music or the Literary Property, and all licenses, processes or equipment connected with any of the Copyright Collateral ("Accounts");

(h) Proceeds and Other Copyright Collateral. All proceeds, products and substitutions of any of the foregoing Copyright Collateral, including but not limited to, all monies, instruments, securities, accounts, deposit accounts, profits or increases, general intangibles, including refunds, licensing or rental income, insurance proceeds, subsidies, tax credits, or any other property received upon distribution, exhibition, sale, license, exploitation or other use or disposition of any of the Copyright Collateral, and all documents, instruments and chattel paper;

(i) Insurance. All insurance and insurance policies heretofore or hereafter placed upon the Shows or the insurable properties thereof and/or any person or persons engaged in the development, production, completion, delivery or exploitation of the Shows or the proceeds thereof;

(j) Contracts. All rights (but not the obligations) of Debtor of every kind or nature, present and future, in and to all agreements relating to the development, production, completion, delivery and exploitation of the Shows, including, without limitation, all agreements for personal services, including the services of hosts, musicians, writers, producers, and other creative, artistic and technical staff and agreements for the use of studio space, equipment, facilities, locations, and laboratory contracts and agreements with respect to the exploitation of the Shows;

(k) Receivables. All rent, revenues, income, compensation, products, increases and profits or other property obtained or hereafter obtained by Debtor whether now known or hereafter devised from the production, resale, sale, distribution, sub-distribution, lease, sublease, marketing, licensing, sublicensing, exhibition, broadcast, transmission, reproduction, publication, ownership, exploitation or other uses or disposition of the Shows, including, without limitation, with respect to the Affiliate Agreements, in any and all media whether now known or hereafter devised, including without limitation, the properties thereof and any collateral, allied, ancillary, merchandising and subsidiary rights therein and thereto, and amounts recovered as damages by reason of any claims with respect thereto;

(l) Books and Records. Any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee, with respect to the Shows and any element thereof and the equipment containing such books and records;

(m) Goods. Whether or not relating to the Shows, all machinery, electrical and all electronic components, equipment, fixtures, furniture, office machinery, implements and other tangible personal property of every kind and description now owned or hereafter acquired by Debtor, including, without limitation, the Receivers, and all goods of like kind or type hereafter acquired or owned by Debtor in substitution or replacement thereof, and all additions and extensions thereto (collectively, the "Equipment") and all rents, proceeds and products of the Equipment, including, without limitation, the right to insurance proceeds covering the Equipment;

(n) Personal Property. Whether or not related to the Shows, the following personal property, whether now owned or hereafter acquired: (i) The title or titles of the Shows and all of Debtor's rights to the exclusive use thereof, including rights protected pursuant to trademark, service mark, unfair competition and/or other laws, rules or principles of law or equity or industry practice; and (ii) all inventions, processes, formula, licenses, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and company names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying goodwill and other like business property rights whether or not relating to the Shows, and the right, but not the obligation, to register claims under trademark or patent and to renew and extend such trademarks or patents and the right, but not the obligation,

to sue in the name of Debtor or in the name of Pledgee for past, present or future infringement of trademark or patent;

(o) Cash. Whether or not related to the Shows, all cash and cash equivalents of Debtor and all drafts, checks, certificates of deposits, notes, bills or exchange and other writings which evidence the right to the payment of money and are not themselves security agreements or leases and are of a type which is in the ordinary course of business transfer by delivery and with any necessary endorsement or assignment, whether now owned or hereafter acquired; and

(p) Proceeds: Whether or not related to the Shows, to the extent not included or described above, all accounts, contract rights, general tangibles and intangibles, documents, instruments, chattel paper, goods, inventory and equipment (under and as such terms are defined by the applicable commercial code) now owned or hereafter acquired by Debtor, and the proceeds and products thereof.

The foregoing security interest is a continuing first position, first priority security interest granted to secure, in addition to the items specified in the Security Agreement, the performance by Debtor of all its covenants, agreements, obligations, representations and warranties under and pursuant to the Security Agreement and the Purchase Agreement (collectively, "Secured Obligations"). With respect to the foregoing, upon breach or default by Debtor in connection with any Secured Obligations, Secured Party and its successors and assigns shall have all rights and remedies available to Secured Party at law, in equity or otherwise, together with all of the rights, power and privileges of a secured party under the Uniform Commercial Code, and all other similar applicable laws elsewhere throughout the territory of the United States, the United States Copyright Act and all other applicable laws elsewhere throughout the world in force from time to time. Notwithstanding anything in this Security Agreement to the contrary, Secured Party acknowledges and agrees that Secured Party's rights and remedies against Debtor are expressly limited and subject to the terms and conditions of Section 7.1 and 7.2 of the Purchase Agreement.

Debtor hereby agrees to execute or cause to be executed such further documents, instruments and mortgage consistent with the Security Agreement, the Purchase Agreement and this Mortgage as Secured Party may request in order to effect with the terms of any of the foregoing documents. Debtor hereby appoints Secured Party's Debtor's attorney-in-fact with the full right and authority to execute and deliver any such documents, instruments and agreements that Debtor fails to execute and deliver to Secured Party within five (5) days of Secured Party's request therefor. The foregoing appointment is coupled with an interest and shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has executed this Short Form Mortgage of Rights, Including Trademark and Copyright, by its duly authorized officer as of December \_\_, 2002.

**DEBTOR:**

ROCKLINE, LLC,  
a California limited liability Company

By: [Signature]  
Name: Bob Coburn  
Its: Manager

ACKNOWLEDGED AND AGREED  
as of the date first written above:

**SECURED PARTY:**

PREMIERE RADIO NETWORKS, INC.,  
a Delaware corporation

By: [Signature]  
Name: Daniel M. Yickelson  
Its: Senior Vice President

AMFM RADIO NETWORKS, INC.,  
A Delaware corporation

By: [Signature]  
Name: KRAG T. KITCHIN  
Its: Senior Vice President