

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 Tab settings

02-17-2004



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

To the Honorable Commissioner of P.

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and original documents or copy thereof.

1. Name of conveying party(ies): Dick Broadcasting Company, Inc. 2-11-04 [checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-Tennessee, Other] Additional name(s) of conveying party(ies) attached? [checkbox] Yes [checkbox] No

2. Name and address of receiving party(ies) Name: Citadel Broadcasting Company Internal Address: Street Address: 7201 W. Lake Mead Blvd, Suite City: Las Vegas State: NV Zip: 89128 [checkboxes for Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Nevada, Other] If assignee is not domiciled in the United States, a domestic representative designation is attached: [checkbox] Yes [checkbox] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [checkbox] Yes [checkbox] No

3. Nature of conveyance: [checkbox] Assignment [checkbox] Merger [checkbox] Security Agreement [checkbox] Change of Name [checkbox] Other Execution Date: 8/1/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,600,978 Additional number(s) attached [checkbox] Yes [checkbox] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Louis J. Levy Internal Address: Leventhal Senter & Lerman PLLC Street Address: 2000 K Street, N.W., Suite 600 City: Washington State: DC Zip: 20006-1809

6. Total number of applications and registrations involved: [checkbox] 7. Total fee (37 CFR 3.41).....\$ 40 [checkbox] Enclosed [checkbox] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. 02/17/2004 DBYRNE 00000014 2600978 01 FC: 8521 40.00 DP Louis J. Levy Name of Person Signing [Signature] Signature Feb. 9, 2004 Date Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 002913 FRAME: 0526

## AMENDMENT TO TRANSITION AGREEMENT

This Amendment to Transition Agreement (the "*Amendment*"), dated as of August 1, 2003, amends that certain Transition Agreement dated as of July 2, 2003 (the "*Agreement*"), by and between Citadel Broadcasting Company, a Nevada corporation ("*Citadel*"), and Dick Broadcasting Co., Inc. of Tennessee, a Tennessee corporation ("*DBC*"). Unless otherwise defined, capitalized terms used herein shall have the meanings set forth in the Agreement.

WHEREAS, the parties hereto have agreed to amend the Agreement in accordance with the terms hereof;

NOW, THEREFORE, the parties to this Amendment hereby agree as follows:

1. The following provisions shall be added as Sections 14, 15 and 16 to the Transition Agreement:
14. Sale of Tangible Assets. DBC agrees to convey the assets set forth on the attachment to the Bill of Sale and Assignment of Intangibles attached hereto as Schedule A ("*Bill of Sale*"), together with certain music library, programming assets and missing client files used in connection with the operation of Station WOK1-FM, Oak Ridge, Tennessee (the "*Station*") (the "*Purchased Assets*"). DBC represents and warrants that it has complete and unrestricted power and right to sell, assign, convey and deliver the Purchased Assets to Citadel as contemplated hereby, and that Citadel will receive good and marketable title to all the Purchased Assets, free and clear of all liens of any nature. The Purchased Assets are, as of August 1, 2003, in all material respects, in good operating condition and repair, are suitable for the purposes used, have been maintained consistent with the standards generally followed in the industry.
15. Assignment of Trademarks; Conveyance Document. DBC agrees to assign all of DBC's rights in and to all registered and unregistered trademarks, trade names, service marks, franchises, copyrights, including registrations and applications for registration of any of them, jingles, logos, slogans, licenses, patents, Internet domain names, Internet URLs, Internet web sites, content and databases, permits and privileges, and other intangible property rights and interests applied for, issued to or owned by DBC for use in the conduct of the business and operation of the Station, including but not limited to DBC's pending application for registration of "100.3 FM The River Quality Rock...True Variety" (SN 76/321302), the State of Tennessee registration for the mark "100.3 FM The River Quality Rock...True Variety", and any rights of DBC in the mark "Rocking On the River" (the "*Trademarks*"). The Trademarks and the Purchased Assets will be assigned and conveyed to Citadel pursuant to the Bill of Sale.
16. Consideration for Purchased Assets. In consideration for conveyance of the

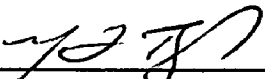
Purchased Assets and assignment of the Trademarks by DBC, Citadel hereby grants DBC a credit in the amount of Eighty Thousand and 00/100 Dollars (\$80,000.00) on rentals owed to Citadel by DBC pursuant to that certain agreement dated September 30, 2000 between Citadel and DBC pursuant to which DBC leased certain studio space from Citadel for operation of the Station.

2. Effect of Amendment. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall continue in full force and effect and are hereby ratified and affirmed.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Faxed copies of the Amendment and faxed signature pages shall be binding and effective as to all parties and may be used in lieu of the original Amendment and, in particular, in lieu of original signatures, for any purpose whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Transition Agreement to be duly executed as of the date first written above.

**CITADEL BROADCASTING COMPANY**

By:   
Name: RANDY L. TAYLOR  
Title: V.P. FINANCE

**DICK BROADCASTING CO., INC. OF TENNESSEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Purchased Assets and assignment of the Trademarks by DBC, Citadel hereby grants DBC a credit in the amount of Eighty Thousand and 00/100 Dollars (\$80,000.00) on rentals owed to Citadel by DBC pursuant to that certain agreement dated September 20, 2002 between Citadel and DBC pursuant to which DBC leased certain studio space from Citadel for operation of the Station.

2. Effect of Amendment. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall continue in full force and effect and are hereby ratified and affirmed.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Faxed copies of the Amendment and faxed signature pages shall be binding and effective as to all parties and may be used in lieu of the original Amendment and, in particular, in lieu of original signatures, for any purpose whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Transition Agreement to be duly executed as of the date first written above.

**CITADEL BROADCASTING COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DICK BROADCASTING CO., INC. OF TENNESSEE**

By: Allen Dick  
Name: Allen Dick  
Title: President