

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WRAL-FM, Inc.		07/25/2012	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	1525 West W. T. Harris Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3649865	620AM THE BULL SPORTS RADIO	
Registration Number:	3579741	THE STORMFRONT	
CORRESPONDENCE DATA			
Fax Number:	7043533698		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7043315792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	Post Office Box 33144		
Address Line 2:	K&L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28233		
ATTORNEY DOCKET NUMBER:	CAPITOL BROADCASTING		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		

OP \$65.00 3649865

Signature:	/ Karl S. Sawyer, Jr. /
Date:	07/31/2012
Total Attachments: 6 source=WRAL FM TMSecAgmt#page1.tif source=WRAL FM TMSecAgmt#page2.tif source=WRAL FM TMSecAgmt#page3.tif source=WRAL FM TMSecAgmt#page4.tif source=WRAL FM TMSecAgmt#page5.tif source=WRAL FM TMSecAgmt#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 25, 2012 by and between WRAL-FM, INC., a North Carolina corporation (the "Grantor"), having its chief executive office at 3100 Highwoods Boulevard, Raleigh, NC 27604, and WELLS FARGO BANK, N.A., as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., Charlotte, NC 28262, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement, dated as the date hereof, (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Grantor, the other Borrower's signatory thereto (together with Grantor, the "Borrowers"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of the Second Amended and Restated Collateral Agreement dated as of the date hereof by and among the Borrowers and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

WRAL-FM, Inc., as Grantor

By: Teresa C. Artis
Name: Teresa C. Artis
Title: Vice President

ACKNOWLEDGMENT

STATE OF North Carolina

COUNTY OF Wake

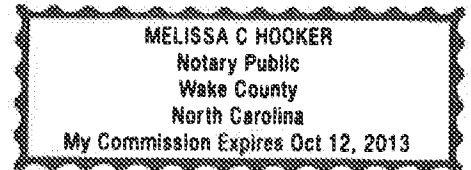
I, Melissa C. Hooker, a Notary Public for said County and State, do hereby certify that Teresa C. Artis personally appeared before me this day and stated that (s)he is Vice President of WRAL-FM, Inc. and acknowledged, on behalf of WRAL-FM, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 25th day of July, 2012

Melissa C. Hooker
Notary Public

My commission expires:

10/12/2013



[Signature Pages Continue]

Agreed and Accepted as of the
date first written above.

WELLS FARGO BANK, N.A.,
as Administrative Agent

By: Brian Smith
Name: Brian Smith
Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

Owner: WRAL-FM, Inc.		
Country Mark/Matter	Appl. Number/ Filing Date	Reg. Number/ Reg. Date
THE BUZZ 287-NC	N/A	T-013042 9/25/1996
THE TRIANGLE'S SPORTS LEADER -286nc	N/A	T-017964 6/21/2004
620AM THE BULL SPORTS RADIO and Design 14-278	77/520,502 7/11/2008	3,649,865 7/7/2009
THE STORMFRONT 14-280	77/520,518 7/11/2008	3,579,741 2/24/2009

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.