

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cox Radio, Inc.		05/10/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Connoisseur Media of Connecticut, LLC		
Street Address:	136 Main Street, Suite 202		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2544398	STAR 99.9	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09636-015091		
NAME OF SUBMITTER:	Susan Lake		
Signature:	/Susan Lake/		

CH \$40.00 2544398

Date:

05/10/2013

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of May 10, 2013, is made and delivered by and between Cox Radio, Inc., a Delaware corporation ("Assignor"), and Connoisseur Media of Connecticut, LLC, a Delaware limited liability company ("Assignee"), pursuant to, and subject to the terms and conditions of, that certain Asset Purchase Agreement, dated as of February 12, 2013 (the "Purchase Agreement"), by and among Assignor, Assignee and Connoisseur Media Licenses, LLC. Capitalized terms used in this Assignment and not otherwise defined herein will have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Business Intellectual Property, including the Business Intellectual Property set forth on Attachment I hereto; and

WHEREAS, Assignor desires to confirm Assignee's ownership of the Business Intellectual Property and to assign to Assignee all right, title and interest that Assignor may have in and to the Business Intellectual Property.

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties agree as follows:

1. Assignment. Effective as of the Closing, (i) Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in each case free and clear of all Liens, other than Permitted Liens, in and to the Business Intellectual Property, together with all the goodwill associated therewith, the same to be used and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Business Intellectual Property are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, and (ii) and the Assignee has succeeded to all right, title and standing of the Assignor to (a) receive all rights and benefits pertaining to the rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the rights described above.

2. Recordation. The parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Business Intellectual Property.

3. Conflicts. This Assignment is being executed and delivered pursuant to, and subject to the terms and conditions of, the Purchase Agreement and nothing contained herein

shall be construed to limit, terminate or expand the representations, warranties, covenants and agreements set forth in the Purchase Agreement. Notwithstanding anything to the contrary herein, in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall govern and control.

4. Further Assurances. After the Closing, each party shall from time to time, at the request of the other and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby. Each party and each of their designees, at their own cost and expense, shall have the right to record such instruments of conveyance and assumption with the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities.

5. Governing Law. This Assignment shall be governed by and construed under and in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof or any other principle that could result in the application of the laws of any other jurisdiction.

6. Counterparts. This Assignment may be executed in multiple counterparts, and by facsimile transmission or electronic mail in pdf form, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Intellectual Property as of the date first above written.

ASSIGNOR:

COX RADIO, INC.

By: 
Name: Charles N. Bowen
Title: Assistant Secretary

ASSIGNEE:

**CONNOISSEUR MEDIA OF CONNECTICUT,
LLC**

By: _____
Name: Michael O. Driscoll
Title: Executive Vice President/CFO

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 005025 FRAME: 0276

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By: _____
Name: Charles N. Bowen
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ASSIGNEE:

CONNOISSEUR MEDIA OF CONNECTICUT,
LLC

By: Michael O. Driscoll _____
Name: Michael O. Driscoll
Title: Executive Vice President/CFO

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 005025 FRAME: 0277

Attachment I

Business Intellectual Property

A. Trademarks

State / Country	Mark	Registration #	Registration Date	Status
CONNECTICUT	95.9 FOX CLASSIC ROCK	21204	5/15/2001	Registered. Next renewal due 5/15/2016.
CONNECTICUT	95.9 THE FOX	21196	5/7/2001	Registered. Next renewal due 5/7/2016.
CONNECTICUT	95.9 THE FOX, FAIRFIELD COUNTY'S ONLY CLASSIC ROCK STATION	22593	4/19/2006	Registered. Next renewal due 4/19/2016.
CONNECTICUT	FAIRFIELD COUNTY'S ONLY CLASSIC ROCK, 95.95	23809	5/13/2011	Registered. Next renewal due 5/13/2016.
NEW YORK	95.9 FOX CLASSIC ROCK	S-17495	5/7/2001	Registered. Next renewal due 5/7/2021.
NEW YORK	95.9 THE FOX	S-17494	5/7/2001	Registered. Next renewal due 5/7/2021.
NEW YORK	95.9 THE FOX, FAIRFIELD COUNTY'S ONLY CLASSIC ROCK STATION	S-19596	4/4/2006	Registered. Next renewal due 4/4/2016.
NEW YORK	FAIRFIELD COUNTY'S ONLY CLASSIC ROCK, 95.9	S-19600	4/4/2006	Registered. Next renewal due 4/4/2016.
NEW YORK	THE COAST, FAIRFIELD COUNTY'S GREATEST HITS	S-19595	4/4/2006	Registered. Next renewal due 4/4/2016.
CONNECTICUT	CONNECTICUT'S BEST MIX OF THE 80'S, 90'S AND TODAY	23318	3/16/2009	Registered. Next renewal due 3/16/2014.
CONNECTICUT	THE WIGMASTER	22607	5/8/2006	Registered. Next renewal due 5/8/2016.
CONNECTICUT	WIGGY	22606	5/16/2006	Registered. Next renewal due 5/16/2016.
CONNECTICUT	WIGOUT	22608	5/8/2006	Registered. Next renewal due 5/8/2016.
NEW YORK	EAT THE MEAT	S19915	2/23/2007	Registered. Next renewal due 2/23/2017.
NEW YORK	EAT THE MEAT and DESIGN	S19916	2/23/2007	Registered. Next renewal due 2/23/2017.
NEW YORK	THE WIGMASTER	S19632	5/12/2006	Registered. Next renewal due 5/12/2016.
NEW YORK	WIGOUT	S19614	5/8/2006	Registered. Next renewal due 5/8/2016.
UNITED STATES	STAR 99.9	2,544,398	3/5/2002	Registered. Next renewal due 3/5/2022.

B. Domain Names

<u>Domain Name</u>	<u>Registration Date</u>	<u>Registry Expiry Date</u>
943wybc.com	27-Apr-04	27-Apr-14
943wybc.net	27-Apr-04	27-Apr-14
943wybc.org	27-Apr-04	27-Apr-14
959thefox.com	21-Oct-08	21-Oct-14

coast967.com	25-Jan-06	25-Jan-14
coast967.net	25-Jan-06	25-Jan-14
coast967.org	25-Jan-06	25-Jan-14
connecticutsc coast.com	25-Jan-06	25-Jan-14
connecticutsc coast.net	25-Jan-06	25-Jan-14
connecticutsc coast.org	25-Jan-06	25-Jan-14
star999.com	9-Feb-97	10-Feb-14
thefoxonline.com	9-Mar-01	9-Mar-14
wezn.com	12-Oct-98	11-Oct-13
wfox.xxx	6-Dec-11	Reserved
wplr.com	22-Sep-95	21-Sep-13