

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks (Term)
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Radio One, Inc.		04/17/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	4343345	100% NEWS, 0% SPIN
Registration Number:	3735120	ACCOUNTABILITY ONE
Registration Number:	3576628	BLACK FACES IN HIGH PLACES
Registration Number:	3566209	BLACKAMERICASTUDY.COM
Registration Number:	3958365	BLACKFAITHLOVE.COM
Registration Number:	3732472	BOOM FM
Registration Number:	3477163	DIVERSITY ONE
Registration Number:	3680761	HELLO BEAUTIFUL
Registration Number:	3548890	HIP HOP 4 HIV
Registration Number:	3163466	IMC INDY'S MUSIC CHANNEL
Registration Number:	3545482	INTERACTIVE HIP HOP & R&B
Registration Number:	3768155	INTERACTIVE ONE
Registration Number:	3551790	MYONE
Registration Number:	3604277	MYONE
Registration Number:	4672416	OLD SCHOOL 94.5 PRESENTS ZYDECO MEETS TH
Registration Number:	3584038	ONE LOVE CRUISE
Registration Number:	4660254	RADIO NOW
Registration Number:	2876047	RADIO ONE

OP \$815.00 4343345

Property Type	Number	Word Mark
Registration Number:	3154448	RADIO ONE
Registration Number:	4672418	RADIO ONE
Registration Number:	1946654	STONE SOUL PICNIC
Registration Number:	4101245	TEEN TAKEOVER
Registration Number:	3349320	THE BOX
Registration Number:	2668830	UNITY THROUGH MUSIC
Registration Number:	2642154	WKYS
Registration Number:	3440209	WTLC
Registration Number:	4617626	YOUR LIFE MATTERS
Registration Number:	4450194	ZONA DE SABOR
Registration Number:	4672419	ZYDECO MEETS THE BLUES
Registration Number:	4672417	ZYDECO MEETS THE BLUES
Serial Number:	86413893	BOOM
Serial Number:	85765039	ELEV8

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038507-0454

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 04/17/2015

Total Attachments: 11

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Distribution One, LLC, a Delaware limited liability company, Interactive One, Inc., a Delaware corporation, Radio One, Inc., a Delaware corporation, Reach Media, Inc., a Texas corporation, and TV One, LLC, a Delaware limited liability company, each with its principal office at 1010 Wayne Avenue, 4th Floor, Silver Spring, Maryland 20910 (each, a "Grantor" and collectively, the "Grantors"), hereby grant to JEFFERIES FINANCE LLC, as Collateral Agent, with an office at 520 Madison Avenue, 19th Floor, New York, NY 10022 (the "Grantee"), a continuing security interest in all of the following that constitute Collateral (as such term is defined in the Security Agreement referred to below) (i) all of such Grantor's right, title and interest in, to and under to the United States trademarks, service marks, trade names, trade dress, logos, designs, fictitious business names and other business identifiers, and the registrations and applications for registrations thereof set forth on Schedule A attached hereto (the "Marks"), (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement or dilution of any of the Marks or unfair competition regarding the same ((i) through (iv), collectively, the "Trademark Collateral").

THIS GRANT is made to secure the payment of all the Obligations (as such term is defined in the Security Agreement referred to below) of the Grantors, as such term is defined in the Security Agreement among the Grantors, the other grantors from time to time party thereto and the Grantee, dated as of April 17, 2015 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Trademark Collateral shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to each

Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

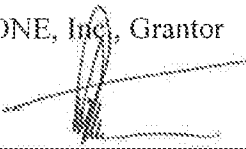
THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE LOCATED WITHIN THE COUNTY OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ANY SUCH PARTY AT ITS ADDRESS FOR NOTICES AS PROVIDED IN SECTION 10.1 OF THE SECURITY AGREEMENT, SUCH SERVICE TO

BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER CREDIT DOCUMENT THAT SUCH SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF (i) EACH PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR (ii) THE GRANTEE UNDER THIS AGREEMENT TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY GRANTOR IN ANY OTHER JURISDICTION.

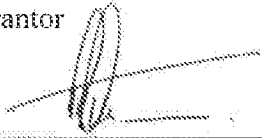
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 17th day of April, 2015.

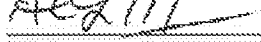
RADIO ONE, Inc., Grantor

By: 
Name: Peter D. Thompson
Title: Executive Vice President and
Chief Financial Officer


DISTRIBUTION ONE, LLC
INTERACTIVE ONE, INC.
RADIO ONE OF INDIANA, L.P.
REACH MEDIA, INC.,
each a Grantor

By: 
Name: Peter D. Thompson
Title: Vice President








TV ONE, LLC, Grantor

By: 
Name: Alfred C. Liggins, III
Title: Chief Executive Officer

JEFFERIES FINANCE LLC,
as Collateral Agent and Grantee

By: 
Name: Brian Buoye
Title: Managing Director

Schedule A

<u>Mark</u>	<u>Jurisdiction</u>	<u>Filing Date/ Reg. Date</u>	<u>Appl. No./ Reg. No.</u>	<u>Current Owner of Record</u>
	US	12/30/1999 01/29/2002	75/884,943 2,533,436	Community Connect Inc.
	US	02/23/2007 10/09/2007	77/114,697 3,306,363	Community Connect Inc.
	US	05/15/2003 01/24/2006	78/250,618 3,048,516	Community Connect Inc.
	US	02/23/2007 09/25/2007	77/114,619 3,297,126	Community Connect Inc.
	US	05/16/2003 10/19/2004	78/250,764 2,895,458	Community Connect Inc.
A ASIANAVE.COM 	US	9/24/2007 2/17/2009	77286703 3577319 ¹	Community Connect Inc.
ASIANAVE.COM	US	12/11/2006 3/10/2009	77061283 3587670 ²	Community Connect Inc.
BLACKPLANET.COM	US	02/23/2007 09/25/2007	77/114,677 3,297,127	Community Connect Inc.
BLACKPLANET.COM	US	12/30/1999 02/19/2002	75/884,942 2,539,092	Community Connect Inc.
C COMMUNITY CONNECT 	US	9/1/2006 12/23/2008	78965833 3550308	Community Connect Inc.
COMMUNITY CONNECT	US	8/11/2006	78950577	Community Connect

¹ An Affidavit was due by February 17, 2015. There is a 6 month grace period to file the Affidavit to maintain the registration

² An Affidavit was due by March 10, 2015. There is a 6 month grace period to file the Affidavit to maintain the registration

<u>Mark</u>	<u>Jurisdiction</u>	<u>Filing Date/ Reg. Date</u>	<u>Appl. No./ Reg. No.</u>	<u>Current Owner of Record</u>
		12/16/2008	3546964 ³	Inc.
FAITHBASE.COM 	US	4/18/2007 2/24/2009	77159819 3581116 ⁴	Community Connect Inc.
FAITHBASE.COM	US	4/2/2007 3/3/2009	77146203 3583889 ⁵	Community Connect Inc.
GLEE.COM	US	8/25/2006 3589197	78960787 3589197 ⁶	Community Connect Inc.
MIGENTE.COM	US	02/23/2007 09/25/2007	77/114,482 3,297,125	Community Connect Inc.
MIGENTE.COM	US	05/15/2003 10/19/2004	78/250,617 2,895,456	Community Connect Inc.
THE WORLD IS YOURS	US	12/30/1999 12/11/2001	75/884,945 2,516,415	Community Connect Inc.
YOUR.ONLINE.SOCIAL.ALTERNATIV E.	US	2/16/2007 11/4/2008	77109282 3528211 ⁷	Community Connect Inc.
100% NEWS, 0% SPIN	US	12/01/2011 05/28/2013	85/485,273 4,343,345	Radio One, Inc.
ACCOUNTABILITY ONE	US	12/10/2008 01/05/2010	77/630,658 3,735,120	Radio One, Inc.
BLACK FACES IN HIGH PLACES	US	06/22/2007 02/17/2009	76/678,613 3,576,628	Radio One, Inc.
BLACKAMERICASTUDY.COM	US	07/24/2008 01/20/2009	77/530,168 3,566,209	Radio One, Inc.
BLACKFAITHLOVE.COM	US	02/26/2009 05/10/2011	77/679,195 3,958,365	Radio One, Inc.
BOOM	US	10/3/2014	86/413,893	Radio One, Inc.
BOOM FM	US	10/6/2008 12/29/2009	77/586,013 3,732,472	Radio One, Inc.
DIVERSITY ONE	US	06/18/2007 07/29/2008	76/678,384 3,477,163	Radio One, Inc.
ELEV8	US	10/26/2012	85/765,039	Radio One, Inc.
GLOBAL GRIND	US	1/30/2007 7/26/2011	77/095,034 4,002,618	Interactive One LLC
GLOBAL GRIND	US	1/30/2007 1/25/2011	77/095,043 3,911,335	Interactive One LLC

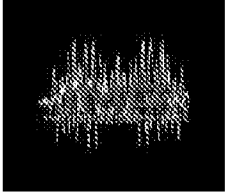

³ An Affidavit was due by December 16, 2014. There is a 6 month grace period to file the Affidavit to maintain the registration


⁴ An Affidavit was due by February 24, 2015. There is a 6 month grace period to file the Affidavit to maintain the registration

⁵ An Affidavit was due by March 3, 2015. There is a 6 month grace period to file the Affidavit to maintain the registration

⁶ An Affidavit was due by March 10, 2015. There is a 6 month grace period to file the Affidavit to maintain the registration

⁷ An Affidavit was due by November 4, 2014. There is a 6 month grace period to file the Affidavit to maintain the registration

<u>Mark</u>	<u>Jurisdiction</u>	<u>Filing Date/ Reg. Date</u>	<u>Appl. No./ Reg. No.</u>	<u>Current Owner of Record</u>
GLOBAL GRIND	US	1/30/2007 1/25/2011	77/095,052 3,911,336	Interactive One LLC
GLOBAL GRIND	US	1/30/2007 1/25/2011	77/095,062 3,911,337	Interactive One LLC
HELLO BEAUTIFUL	US	03/06/2008 09/08/2009	77/415,350 3,680,761	Radio One, Inc.
HIP HOP 4 HIV	US	07/02/2007 12/23/2008	77/220,891 3,548,890	Radio One, Inc.
IMC INDY'S MUSIC CHANNEL 	US	03/04/2004 10/24/2006	78/378,557 3,163,466	Radio One, Inc.
INTERACTIVE HIP HOP & R&B	US	04/12/2007 12/09/2008	77/155,469 3,545,482	Radio One, Inc.
INTERACTIVE ONE	US	03/18/2008 03/30/2010	77/425,282 3,768,155	Radio One, Inc.
MYONE	US	8/2/2004 12/23/2008	78460631 3551790	Radio One, Inc.
MYONE	US	08/02/2004 04/07/2009	78/460,637 3,604,277	Radio One, Inc.
OLD SCHOOL 94.5 PRESENTS ZYDECO MEETS THE BLUES 	US	04/22/2013 01/13/2015	85/911,016 4672416	Radio One, Inc.
ONE LOVE CRUISE	US	07/17/2007 03/03/2009	77/231,387 3,584,038	Radio One, Inc.
RADIO NOW	US	03/11/2013 12/23/2014	85/873,173 4,660,254	Radio One, Inc.
RADIO ONE	US	02/14/2002 08/24/2004	76/371,000 2,876,047	Radio One, Inc.
RADIO ONE	US	02/14/2002 10/10/2006	76/371,193 3,154,448	Radio One, Inc.
RADIO ONE	US	04/22/2013	85/911,239	Radio One, Inc.

<u>Mark</u>	<u>Jurisdiction</u>	<u>Filing Date/ Reg. Date</u>	<u>Appl. No./ Reg. No.</u>	<u>Current Owner of Record</u>
		01/13/2015	4,672,418	
STONE SOUL PICNIC	US	12/07/1994 01/09/1996	74/608,154 1,946,654	Radio One, Inc.
TEEN TAKEOVER	US	01/24/2011 02/21/2012	85/224,953 4,101,245	Radio One, Inc.
THE BOX	US	04/22/2004 12/04/2007	78/406,138 3,349,320	Radio One, Inc.
UNITY THROUGH MUSIC	US	02/14/2002 12/31/2002	76/371,192 2,668,830	Radio One, Inc.
WKYS	US	06/06/2001 10/29/2002	76/267,039 2,642,154	Radio One, Incorporated
WNOU	US	07/23/2012 03/18/2014	85/683,904 4,498,849	Radio One of Indiana, L.P.
WTLC	US	10/02/2007 06/03/2008	77/293,774 3,440,209	Radio One, Inc.
YOUR LIFE MATTERS	US	03/20/2014 10/07/2014	86/27,471 4,617,626	Radio One, Inc.
ZONA DE SABOR	US	12/18/2012 12/17/2013	85/805,988 4,450,194	Radio One, Inc.
ZYDECO MEETS THE BLUES 	US	04/22/2013 01/13/2015	85/911,274 4672419	Radio One, Inc.
ZYDECO MEETS THE BLUES	US	04/22/2013 1/13/2015	85/911,063 4672417	Radio One, Inc.
BLACKAMERICAWEB.COM	US	7/12/2004 9/20/2005	78449122 2999383	Reach Media, Inc.
LITTLE KNOWN BLACK HISTORY FACTS	US	8/30/2010 2/28/2012	85118997 4104026	Reach Media, Inc.
OLD SKOOL MIX	US	9/29/2003 3/22/2005	78306771 2934816	Reach Media, Inc.
PARTY WITH A PURPOSE	US	9/4/2003 3/22/2005	78296078 2934782	Reach Media, Inc.
SYBIL'S BOOK CLUB	US	7/12/2004 9/13/2005	78449224 2994988	Reach Media, Inc.
TAKE A LOVED ONE TO THE DOCTOR DAY	US	6/24/2004 9/27/2005	78440861 3001457	Reach Media, Inc.
THE HARDEST WORKING MAN IN RADIO	US	9/4/2003 3/22/2005	78296071 2934781	Reach Media, Inc.
THE TOM JOYNER FAMILY REUNION	US	9/4/2003 12/28/2004	78295915 2914564	Reach Media, Inc.
THE TOM JOYNER MORNING SHOW	US	9/4/2003	78296186	Reach Media, Inc.

<u>Mark</u>	<u>Jurisdiction</u>	<u>Filing Date/ Reg. Date</u>	<u>Appl. No./ Reg. No.</u>	<u>Current Owner of Record</u>
		9/21/2004	2886595	
THEREACHCARD	US	11/1/2010 1/31/2012	85166674 4094485	Reach Media, Inc.
THURSDAY MORNING MOMS	US	9/11/2003 12/21/2004	78299231 2913009	Reach Media, Inc.
TOM JOYNER SKY SHOW	US	9/29/2003 10/26/2004	78306857 2897384	Reach Media, Inc.
TOM JOYNER SKY SHOW TV	US	10/14/2003 4/26/2005	78313530 2945271	Reach Media, Inc.
TOM JOYNER'S RIGHT BACK AT'CHA	US	9/4/2003 3/22/2005	78296093 2934783	Reach Media, Inc.
BACK TO BACK LAUGH ATTACK	US	8/7/2008 5/10/2011	77541449 3958207	TV One, LLC
MAKEOVER MANOR	US	8/12/2008 9/8/2009	77545343 3678687	TV One, LLC
R&B DIVAS	US	6/19/2013 4/8/2014	85963724 4509678	TV One, LLC
REAL LIFE AND ENTERTAINMENT	US	8/12/2008 11/23/2010	77545366 3880452	TV One, LLC
THE BLACKLIST	US	7/27/2007 6/22/2010	77240916 3807475	TV One, LLC ⁸
THE ULTIMATE MERGER	US	3/25/2010 1/4/2011	77968997 3902083	TV One, LLC
TV ONE 	US	4/9/2012 8/20/2013	85592598 4389005	TV One, LLC
TV ONE 	US	3/25/2010 11/2/2010	77968689 3870055	TV One, LLC
TV ONE	US	3/25/2010 11/2/2010	77968693 3870056	TV One, LLC

⁸ For the trademarks where the PTO records indicate that the TV One, LLC entity is a Maryland or Delaware corporation, we understand that this has been filed incorrectly as a corporation and not an LLC, and will look into potentially correcting the filings.

<u>Mark</u>	<u>Jurisdiction</u>	<u>Filing Date/ Reg. Date</u>	<u>Appl. No./ Reg. No.</u>	<u>Current Owner of Record</u>
				
TV ONE	US	6/2/2003 3/25/2008	78257295 3402858	TV One, LLC
TV ONE	US	6/2/2003 3/1/2005	78257300 2929758	TV One, LLC
TV ONE	US	6/2/2003 3/1/2005	78257301 2929759	TV One, LLC
TV ONE	US	6/2/2003 9/20/2005	78257306 2998957	TV One, LLC
TV ONE	US	6/2/2003 5/31/2011	78257205 3971664	TV One, LLC
TV ONE	US	6/2/2003 12/7/2010	78257206 3888092	TV One, LLC
TV ONE	US	6/29/1994 10/26/1999	74543720 2289118	TV One, LLC
TV ONE.TV 	US	4/9/2012 8/20/2013	85592610 4389006	TV One, LLC
UNSUNG	US	1/7/2011 7/19/2011	85212480 3998120	TV One, LLC
WAY BLACK WHEN	US	8/12/2008 6/1/2010	77545320 3796508	TV One, LLC
WHERE BLACK LIFE UNFOLDS	US	5/30/2012 8/6/2013	85638738 4381053	TV One, LLC