

09-06-2000



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8.7.00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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FOR OFFICE USE ONLY

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40.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002128 FRAME: 0897

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1455759"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jennifer S. Perkins

Name of Person Signing

Jennifer S. Perkins

Signature

Date Signed

BILL OF SALE AND ASSIGNMENT OF ASSETS

THIS BILL OF SALE AND ASSIGNMENT OF ASSETS is made as of this 20th day of July, 2000, by Entercom Communications Corp. ("Entercom"), Entercom Kansas City, LLC ("Entercom Kansas City") and Entercom Kansas City License, LLC (together with Entercom and Entercom Kansas City, "Sellers").

WHEREAS, Sellers and Susquehanna Radio Corp. ("Susquehanna") have entered into that certain Asset Purchase Agreement on May 11, 2000 (the "Susquehanna Purchase Agreement"), pursuant to which Sellers have agreed to sell, and to cause the Sinclair Sellers (as defined in the Susquehanna Purchase Agreement) to sell, to Susquehanna, and Susquehanna has agreed to purchase from Sellers and Sinclair Sellers the Assets, all in accordance with and subject to the terms and conditions set forth in the Susquehanna Purchase Agreement; and

WHEREAS, Susquehanna has assigned (the "Assignment") all of its rights and obligations under the Susquehanna Purchase Agreement to Susquehanna Kansas City Partnership (the "Assignee"); and

WHEREAS, for purposes of this Bill of Sale and Assignment of Assets, the term "Stations" shall include KCMO-AM and KCMO-FM but shall not include KCFX-FM; and

WHEREAS, all capitalized terms used herein shall have the meanings ascribed to such terms in the Susquehanna Purchase Agreement unless otherwise defined herein.

NOW, THEREFORE, for and in consideration of the payment of the purchase price relating to the Stations pursuant to the Susquehanna Purchase Agreement and in further consideration of the mutual covenants and agreements contained in the Susquehanna Purchase Agreement, and pursuant to the terms of the Susquehanna Purchase Agreement, Sellers do hereby sell, assign, transfer, convey and deliver to Assignee and Assignee hereby purchases and accepts from Sellers, all of the Sellers' right, title and interest in, to and under the Assets of the Stations (including any contracts or agreements relating to the Stations that are entered into and any assets that are acquired between the date of the Susquehanna Purchase Agreement and the Closing Date in accordance with the terms therein), including the following:

- a. The Tangible Personal Property;
- b. The Licenses;
- c. The Assumed Contracts;
- d. The Intangibles, including the goodwill of the Stations, if any;
- e. All of Sellers proprietary information, technical information and data, machinery and equipment warranties, maps, computer discs and tapes, plans, diagrams, blueprints and schematics, including filings with the

FCC, in each case to the extent relating to the business and operation of the Stations.

- f. All choses in action of Sellers relating to the Stations to the extent they relate to the period after the Effective Time; and
- g. All books and records relating to the business or operations of the Stations, including executed copies of the Assumed Contracts, and all records required by the FCC to be kept by the Stations.

Notwithstanding anything to the contrary hereinabove or in the Susquehanna Purchase Agreement, specifically excluded from this Bill of Sale and Assignment of Assets are the Excluded Assets described in Section 2.2 and any Assets of any station not included in the Stations as defined herein.

Sellers by this Bill of Sale and Assignment of Assets also convey to Assignee any of Entercom's right, title and interest in and to any Tangible Personal Property being conveyed directly from Sinclair Sellers to Assignee.

THE BILL OF SALE AND ASSIGNMENT OF ASSETS IS IN ALL RESPECTS SUBJECT TO THE PROVISIONS OF THE SUSQUEHANNA PURCHASE AGREEMENT AND THIS BILL OF SALE AND ASSIGNMENT OF ASSETS IS NOT INTENDED IN ANY WAY TO SUPERSEDE, ENHANCE, LIMIT OR QUALIFY ANY PROVISION, REPRESENTATION, WARRANTY OR COVENANT OF THE SUSQUEHANNA PURCHASE AGREEMENT.

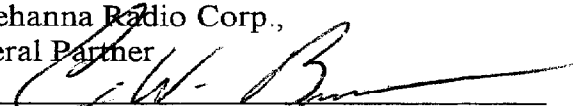
TO HAVE AND TO HOLD the said described property to Assignee and its successors and assigns, for their exclusive use and benefit forever.

Entercom hereby agrees, from and after the date hereof upon the request of Assignee to execute such other documents as Assignee may reasonably require in order to obtain the full benefit of this Bill of Sale and Assignment of Assets and Sellers' obligations hereunder.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale and Assignment of Assets to be duly executed, as of the first written above.

SUSQUEHANNA KANSAS CITY PARTNERSHIP

By: Susquehanna Radio Corp.,
a General Partner

By: 
Name: Craig W. Bremer
Title: Secretary

ENTERCOM COMMUNICATIONS CORP.

By: 
Name: JOHN C. DONLEVIE
Title: EXECUTIVE VICE PRESIDENT

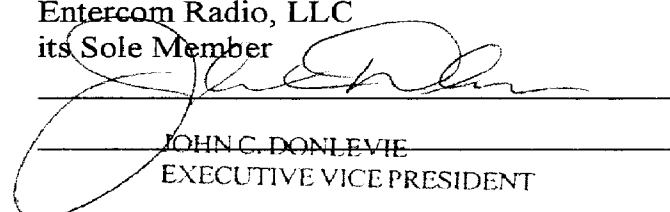
ENTERCOM KANSAS CITY, LLC

By: Entercom Radio, LLC
its Sole Member

Name: 
Title: JOHN C. DONLEVIE
EXECUTIVE VICE PRESIDENT

ENTERCOM KANSAS CITY LICENSE, LLC

By: Entercom Radio, LLC
its Sole Member

Name: 
Title: JOHN C. DONLEVIE
EXECUTIVE VICE PRESIDENT