

02-04-2002



To the Honorable Commissioner of Patents and

ments or copy thereof.

101968864

1. Name and Address of Conveying Party(ies):

BCA Media, L.L.C.
126 West International Speedway Blvd.
Daytona Beach, FL 32114

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State: Florida
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Additional Name(s) of Conveying Party(ies) Attached

2. Name and Address of Receiving Party(ies):

Goldman Sachs Credit Partners L.P.
85 Broad Street
New York, NY 10004

1-77-02

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State: Bermuda
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Additional Name(s) of Receiving Party(ies) Attached
<input type="checkbox"/>	Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.

3. Nature of Conveyance:

<input type="checkbox"/>	Assignment
<input checked="" type="checkbox"/>	Security Agreement
<input type="checkbox"/>	Merger
<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other:

Execution Date: December 5, 2001

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s) 76/190,167
B. Trademark Registration No.(s): 2,475,669; 2,472,861

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Theodore F. Shiells
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201
214-999-4632 - Telephone
214-999-4667 - Facsimile

02/01/2002 LMUELLER 00000104 76190167

01 FC:481 40.00 OP
02 FC:482 50.00 OP

6. Total Number of Applications and Registrations Involved: 3

7. Total Fee (37 CFR 3.41): \$120.00

<input checked="" type="checkbox"/>	Enclosed
<input type="checkbox"/>	Authorized to be Charged to Deposit Account
<input checked="" type="checkbox"/>	Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

Theodore F. Shiells
Theodore F. Shiells, Reg. No. 31,569

January 3, 2002 Date

Certificate of Mailing

I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as First Class U.S. Mail to in an envelope addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on:

January 3, 2002 Date
Elaine Johnson
Elaine Johnson

Mail To: Commissioner of Patents and Trademarks,
Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: 7

Refund Ref: LMUELLER 0000113689
02/01/2002
CHECK Refund Total: \$40.00

TRADEMARK SECURITY AGREEMENT

WHEREAS, **BCA RADIO, L.L.C. and BCA MEDIA, L.L.C.** (each a "Pledgor" and collectively, the "Pledgors"), **BLACK CROW MEDIA GROUP, L.L.C., BLACK CROW MEDIA, L.L.C., RTG MEDIA, L.L.C., THOMAS MEDIA OPERATIONS, L.L.C., BLACK CROW RADIO, L.L.C., RTG RADIO, L.L.C., THOMAS RADIO, L.L.C., RAINBOW MEDIA, INC. and GOLDMAN SACHS CREDIT PARTNERS L.P.**, as agent for the Secured Parties named therein ("Agent") are parties to that certain Pledge and Security Agreement dated as of November 19, 2001 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement"),

WHEREAS, pursuant to the terms of the Pledge Agreement, each Pledgor has granted to Agent for the benefit of Secured Parties a security interest in substantially all of their assets, including all of their right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by each Pledgor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of the Obligations. The Trademarks, Trademark registrations, Trademark Licenses and Trademark applications are listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor does hereby grant to Agent a continuing security interest in all of its respective right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof, including, without limitation, the Trademark, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by any Pledgor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the

goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Pledge Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used herein, the following terms have the following meanings:

- A. "Trademark License" means any written agreement now or hereafter in existence granting to any Pledgor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by such Pledgor).

- B. "Trademarks" means collectively all of the following now owned or hereafter created or acquired by any Pledgor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

Terms not otherwise defined herein, shall have the same meanings as in the Credit Agreement.


[Signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of December 5, 2001.

PLEDGORS:

BCA MEDIA, L.L.C.


By: BLACK CROW MEDIA GROUP, L.L.C.
Manager

By: 
Name: J. Michael Linn
Title: Manager

BCA RADIO, L.L.C.

By: BCA MEDIA, L.L.C.
Manager

By: BLACK CROW MEDIA GROUP, L.L.C.
Manager

By: 
Name: J. Michael Linn
Title: Manager

ACKNOWLEDGMENT

STATE OF FLORIDA

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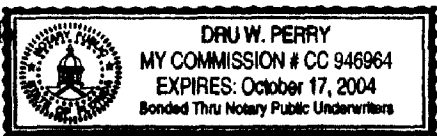
COUNTY OF VOLUSIA

§

§

On the 5 day of December, 2001, before me personally appeared J. Michael Linn, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Manager of Black Crow Media Group, L.L.C., the Manager of BCA Media, L.L.C., who being by me duly sworn, did depose and say that he is Manager of Black Crow Media Group, L.L.C., the Manager of BCA Media, L.L.C., the limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

(Seal)



Dru W. Perry
Notary Public in and for the State
of Florida

My commission expires: 10/17/04

STATE OF FLORIDA

§

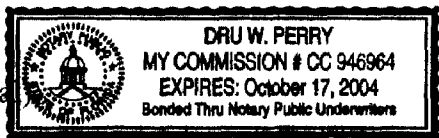
COUNTY OF VOLUSIA

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§

On the 5 day of December, 2001, before me personally appeared J. Michael Linn, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Manager of Black Crow Media Group, L.L.C., the Manager of BCA Media, L.L.C., the Manager of BCA Radio, L.L.C. who being by me duly sworn, did depose and say that he is Manager of Black Crow Media Group, L.L.C., the Manager of BCA Media, L.L.C., the Manager of BCA Radio, L.L.C. the limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

(Seal)



Dru W. Perry
Notary Public in and for the State
of Florida

My commission expires: 10/17/04

Acknowledged:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Agent

By: _____



Authorized Signatory

DAVID SABATH
AUTHORIZED SIGNATORY

SCHEDULE 1
TO TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
BIG TOYS FOR BIG BOYS	U.S.	2,475,669	AUGUST 7, 2001
SERVICE MARK/LOGO	U.S.	2,472,861	JULY 31, 2001

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Date of Filing</u>
WWW.ROCKET951.FM	U.S.	76/190167	JANUARY 5, 2001