

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Emmis Radio, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) 8/31/2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes

No

Name: Bank of America, N.A.

Internal

Address: \_\_\_\_\_

Street Address: 901 Main Street, 14th Floor

City: Dallas

State: TX

Country: USA Zip: 75202

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s)

See attached Schedule A

B. Trademark Registration No. (s)

See attached Schedule A

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Stacey Farrell

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8104

Fax Number: 617-951-8736

Email Address: stacey.farrell@bingham.com

**6. Total number of applications and registrations involved:**

27

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 705.00**

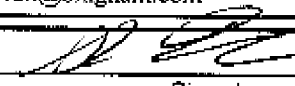
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 0225  
Expiration Date 10/07

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**



October 27, 2004

Signature

Date

Stacey Farrell

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 21

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# SCHEDULE A

## TRADEMARKS AND TRADEMARK REGISTRATIONS

### EMMIS RADIO, LLC

#### Trademark Registrations

Mark	Registration Date	Registration Number
Q101 "THE SOLUTION" (stylized letters)	10/22/85	1,367,063
Q-101 (words only)	8/26/97	2,091,433
CD 101.9 Today's Cool Jazz	1/30/96	1,952,411
Double Your Salary	2/11/03	2,686,200
The Smoothest Place on Earth	5/26/98	2,160,476
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/05/82	1,211,859
St. Louis' Best Rock (words only)	12/28/82	1,222,068
Real Rock Radio (words only)	11/12/85	1,370,559
K-SHE-95 (words only)	7/9/85	1,348,574
KPWR (words only)	9/8/87	1,456,860
Power 106 FM (stylized letters)	5/12/87	1,439,522

The Mall	9/3/02	2,614,499
HOT 97	8/14/01	2,477,364
The 93.1 WNAP Raft Race <sup>1</sup>	1/12/99	2,217,491
Power of Hip Hop	2/25/03	2,691,140
ULTRACRIB	3/2/04	2,819,736
Hip Hop Symphony	8/27/02	2,611,930
Hip Hop Symphony and design	9/10/02	2,617,030
BIG PHAT RIDE	8/17/04	2,874,511
KTAR 620	8/19/86	1,406,152

#### Trademark Applications

Mark	Filing Date	Serial Number
THE ROCK	3/1/04	76/578,298
THE ROCK OF ST. LOUIS	3/1/04	76/578,297
ALTERNATRIP	1/8/04	78/349,281
POWER LAB	6/19/04	78/438,132
HOT 93.3	8/12/03	78/286,182

<sup>1</sup> Owned by Emmis Indiana Radio LP.

**JOINDER AND  
ACCESSION AGREEMENT**

This Joinder and Accession Agreement (this "Joinder Agreement"), dated as of August 31 2004, is executed and delivered by (a) each of the direct and indirect Subsidiaries of Emmis Operating Company identified on the signature pages hereto as "New Subsidiaries" (collectively, the "New Subsidiaries", and each individually, a "New Subsidiary"), pursuant to §9.15 of that certain Revolving Credit and Term Loan Agreement, dated as of May 10, 2004 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among Emmis Communications Corporation, an Indiana corporation (the "Parent"), Emmis Operating Company, an Indiana corporation (the "Borrower"), Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") for itself and the other lending institutions (the "Lenders") from time to time party thereto, the Lenders, Goldman Sachs Credit Partners L.P., as syndication agent (the "Syndication Agent"), and Wachovia Bank, N.A., Deutsche Bank Securities Inc. and Credit Suisse First Boston, as co-documentation agents (the "Co-Documentation Agents"), and (b) the Parent, the Borrower and each of the Subsidiaries of the Borrower (other than the New Subsidiaries) identified on the signature pages hereto. All capitalized terms used in this Joinder Agreement and not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

**§1. Joinder to Guaranty.** Each of the New Subsidiaries, jointly and severally with the Parent and the other Subsidiaries of the Borrower party thereto, hereby agrees to become a guarantor of the full and punctual payment when due (whether at stated maturity, by required pre-payment, by acceleration or otherwise), as well as the performance, of all the Guaranteed Obligations (as defined in the Guaranty) and, by executing and delivering this Joinder Agreement, does hereby join and become a party to the Guaranty as a Guarantor (as defined in the Guaranty) thereunder, assuming all of the obligations and liabilities of a Guarantor thereunder, including without limitation, guaranteeing all Guaranteed Obligations arising or incurred on and after the Funding Date. Each of the New Subsidiaries hereby agrees to comply with, and be bound by, all of the terms and conditions of the Guaranty in all respects as an original Guarantor thereunder, as if such New Subsidiary were an original signatory thereto.

**§2. Joinder to Security Agreement.** Each of the New Subsidiaries is hereby added as a party to the Security Agreement, and agrees to be bound by all of its terms and conditions, in all respects as if such New Subsidiary was an original signatory thereto and hereby unconditionally, and jointly and severally with the Borrower and the other Subsidiaries of the Borrower party thereto, grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the following properties, assets and rights of such New Subsidiary, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof:

All personal and fixture property of every kind and nature including without limitation all furniture, fixtures, equipment (including all broadcast towers and all other broadcast equipment of every description and accessions thereto), raw materials, goods (including inventory and any accessions thereto), accounts (including health care insurance receivables), contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, commercial tort claims, chattel paper (whether tangible or electronic), documents (including, if applicable, electronic documents), instruments (including promissory notes), securities and other investment

property, supporting obligations, deposit accounts, letter of credit rights (whether or not such letter of credit is evidenced by a writing) and all general intangibles including, without limitation, all payment intangibles, tax refund claims, license fees, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature (including, to the maximum extent permitted by applicable law, all FCC Licenses and all other applicable federal or state licenses, permits, authorizations and consents for the operation of any Stations, and all renewals and extensions thereof) pursuant to which such Assignor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of such Assignor, the proceeds from any sale or transfer of any Station's FCC Licenses or such other applicable federal or state licenses, permits, authorizations and consents, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.

**§3. Joinder to Pledge Agreement.** Each of the New Subsidiaries is hereby added as a party to the Pledge Agreement, and agrees to be bound by all of its terms and conditions, in all respects as if such New Subsidiary was an original signatory thereto and hereby pledges, assigns, and grants a security interest in, and delivers to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, to secure the payment and performance in full of all of the Obligations (a) all of the Stock (as defined in the Pledge Agreement) whether now owned or hereafter acquired, including, without limitation, the Stock listed opposite such New Subsidiary's name on the replacement Annex A to the Pledge Agreement attached hereto, and (b) all of its right, title and interest, whether now existing or hereafter arising, in each Partnership and LLC (as such terms are defined in the Pledge Agreement) in which such New Subsidiary is a partner or member, respectively, including, without limitation, the Partnership Interests and Membership Interests (as such terms are defined in the Pledge Agreement) owned by such New Subsidiary and listed opposite such New Subsidiary's name on the replacement Annex B to the Pledge Agreement attached hereto, and (c) all of the other Collateral (as defined in the Pledge Agreement), and (d) all proceeds and products of any of the foregoing. Each of the Subsidiaries whose Stock, Partnership Interests or Membership Interests have been pledged by a New Subsidiary pursuant to the terms of this Joinder Agreement and the Pledge Agreement hereby agrees to be bound by the applicable provisions of the Pledge Agreement, in all respects as if such Subsidiary was an original signatory thereto.

**§4. Supplements to Credit Agreement, Pledge Agreement and Trademark Agreement.** Each of the signatories hereto acknowledges and agrees that, as of the Effective Date (as hereinafter defined), (a) the Credit Agreement is amended by deleting Schedule 8.19 thereto and substituting in lieu thereof Schedule 8.19 hereto, (b) the Pledge Agreement is amended by deleting Annex A and Annex B thereto and substituting in lieu thereof Annex A and Annex B hereto, respectively, and (c) the Trademark Agreement is amended by deleting Schedule A thereto and substituting in lieu thereof Schedule A hereto.

**§5. Joinder to Trademark Agreement.** Each of the New Subsidiaries is hereby added as a party to the Trademark Agreement, and agrees to be bound by all of its terms and conditions, in all respects as if such New Subsidiary was an original signatory thereto and hereby unconditionally, and jointly and severally with the Borrower and the other Subsidiaries of the Borrower party thereto, grants to the Administrative Agent, for the benefit of the Lenders and the

Administrative Agent, as collateral security for the payment and performance in full of all of the Obligations, a continuing security interest in and first priority lien on the Pledged Trademarks (as defined in the Trademark Agreement), and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Lenders and the Administrative Agent. In addition, each New Subsidiary has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 to the Trademark Agreement.

**§6. Joinder to Copyright Mortgage.** Each of the New Subsidiaries is hereby added as a party to the Copyright Mortgage, and agrees to be bound by all of its terms and conditions, in all respects as if such New Subsidiary was an original signatory thereto and hereby unconditionally, and jointly and severally with the Borrower and the other Subsidiaries of the Borrower party thereto, grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, as collateral security for the payment and performance in full of all of the Obligations, a continuing security interest in and first priority lien on (a) the registered copyrights of such New Subsidiary in the United States and all other rights in and to United States registered copyrighted works, including those identified on Exhibit A attached thereto, (b) all other copyrights (whether statutory or common law) and all other rights in and to all other copyrighted or copyrightable works of such New Subsidiary throughout the world, now or hereafter existing or now owned or hereafter acquired, whether or not identified by a title and/or United States Copyright Office registration number, whether or not identified on Exhibit A attached thereto, and whether or not registered with the United States Copyright Office, (c) all applications for registration of any of the foregoing, whether pending or in preparation, (d) all proceeds from the sale, exchange, license, lease or other transfer or disposition or collection of any of the foregoing (in whole or in part) or of any right or interest therein, and all proceeds or other value received and attributable (in whole or in part) to the ownership, possession or use of any of the foregoing (including without limitation any amounts recovered or recoverable on account of any infringement or misappropriation thereof), and (e) the right to sue for past, present and future infringements of any of the foregoing.

**§7. Effectiveness.** This Joinder Agreement shall become effective upon the receipt by the Administrative Agent of facsimile copies of original counterparts (to be followed promptly by original counterparts) or original counterparts of this Joinder Agreement, duly authorized, executed and delivered by each of the New Subsidiaries and the other parties hereto, and the satisfaction of each of the following conditions:

(a) Certified Copies of Governing Documents. The Administrative Agent shall have received from each of the New Subsidiaries a certificate as to the legal existence and good standing of such Person from the Secretary of State of the State of Indiana, dated as of a recent date. The Administrative Agent also shall have received from each New Subsidiary a certificate of its secretary or other duly authorized officer certifying the following attachments thereto: (i) its certificate of formation as amended to date, certified as of a recent date by the Secretary of State of the State of Indiana, (ii) a true and correct copy of its operating agreement or equivalent company document, including all amendments thereto, (iii) a true and correct copy of the resolutions of its members authorizing the execution and delivery of this Joinder Agreement and all related documents. Such certificate shall also give the name and bear a specimen signature of each individual who shall be authorized to sign this Joinder Agreement and related documents on behalf of such New Subsidiary. The Administrative Agent shall have also received a certificate of the Secretary of State in each jurisdiction where each of the New

Subsidiaries is required to be qualified to do business (except where the failure to be so qualified would not have a Material Adverse Effect) as to such Person's qualification to do business in such jurisdiction.

(b) Delivery of Stock. Certificates evidencing all of the issued and outstanding shares of Capital Stock of each of the New Subsidiaries (to the extent such interests are evidenced by certificates), together with undated instruments of assignment thereof duly executed in blank, shall have been delivered to the Administrative Agent to be held pursuant to the terms of the Pledge Agreement.

(c) Perfection Certificate and UCC Search Results. The Administrative Agent shall have received from each of the New Subsidiaries a completed and fully executed Perfection Certificate (as defined in the Security Agreement) and the results of UCC searches with respect to the Collateral, indicating no liens other than Permitted Liens and otherwise in form and substance satisfactory to the Administrative Agent.

(d) Insurance. The Administrative Agent shall have received certificates of insurance outlining insurance coverage, including policy limits and deductibles, for each of the New Subsidiaries in accordance with the terms of the Security Agreement.

(e) Legal Opinions. The Administrative Agent shall have received opinions from counsel to the Borrower and its Subsidiaries, including each of the New Subsidiaries, as to the due authorization and enforceability of this Joinder Agreement and each of the other Loan Documents to which such New Subsidiaries have become parties pursuant to the terms of this Joinder Agreement, the due organization, legal existence, and good standing of each of the New Subsidiaries and all other matters as the Administrative Agent may reasonably request.

(f) UCC-1 Financing Statements. The Administrative Agent shall have received UCC-1 financing statements in respect of each of the New Subsidiaries in form and substance satisfactory to the Administrative Agent.

(g) Updated Schedules, Exhibits, Annexes. The Administrative Agent shall have received (i) an updated Schedule 8.19 to the Credit Agreement setting forth a current list of Subsidiaries of the Parent after giving effect to the creation of the New Subsidiaries and the merger of certain Subsidiaries with and into the New Subsidiaries, (ii) an updated Schedule A to Trademark Agreement, (iii) an assignment of federally registered trademarks in substantially the form of Exhibit 1 to the Trademark Agreement, duly executed in blank by each New Subsidiary, and (iii) an updated Annex A and Annex B to the Pledge Agreement.

**§8. Representations and Covenants**. Each of the New Subsidiaries hereby represents and warrants to the Administrative Agent and each of the Lenders that its exact legal name, type of organization, jurisdiction in which it was organized, its organization identification number (or if none, than it so states), and its place of business or, if more than one, its chief executive office, are accurately set forth in the Perfection Certificate to which such Person is a party delivered to the Administrative Agent pursuant to §7(c) hereof. None of the New Subsidiaries will change any of the foregoing in any manner, without providing at least thirty (30) days' prior written notice to the Administrative Agent.

**§9. Governing Law, Consent to Jurisdiction. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OR CHOICE OF LAW PROVISIONS).** Each of the parties hereto agrees that any suit for the enforcement of this Joinder Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consent to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Person by mail at the address specified in §18.6 of the Credit Agreement. Each of the parties hereto hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient forum.

**§10. Miscellaneous.** Each of the undersigned agrees that this Joinder Agreement shall be deemed to be, and is hereby made a part of the applicable Security Documents as if set forth therein in full. This Joinder Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument.

*[remainder of page intentionally left blank]*



IN WITNESS WHEREOF, each of the undersigned has caused this Joinder Agreement to be duly executed and delivered by its duly authorized signatory on the date first hereinabove written.

New Subsidiaries:

EMMIS RADIO LICENSE, LLC  
EMMIS RADIO, LLC  
EMMIS TELEVISION LICENSE, LLC  
By: Emmis Operating Company, Manager

By:   
Name: J. Scott Enright  
Title: Vice President

Parent:

EMMIS COMMUNICATIONS  
CORPORATION

By:   
Name: J. Scott Enright  
Title: Vice President

Borrower:

EMMIS OPERATING COMPANY

By:   
Name: J. Scott Enright  
Title: Vice President

Subsidiaries:

**EMMIS INTERNATIONAL  
 BROADCASTING CORPORATION  
 EMMIS RADIO LICENSE  
 CORPORATION OF NEW YORK  
 EMMIS LICENSE CORPORATION OF  
 NEW YORK  
 EMMIS TELEVISION LICENSE  
 CORPORATION OF WICHITA  
 EMMIS TELEVISION LICENSE  
 CORPORATION OF TOPEKA  
 EMMIS MEADOWLANDS  
 CORPORATION  
 EMMIS PUBLISHING CORPORATION  
 LOS ANGELES MAGAZINE HOLDING  
 COMPANY, INC.  
 MEDIATEX COMMUNICATIONS  
 CORPORATION  
 SJL OF KANSAS CORP.  
 TOPEKA TELEVISION CORPORATION**

By:   
 Name: J. Scott Enright  
 Title: Vice President

**EMMIS INDIANA BROADCASTING, L.P.  
 EMMIS TELEVISION BROADCASTING,  
 L.P.**

**EMMIS PUBLISHING, L.P.**  
 By: Emmis Operating Company, General  
 Partner

By:   
 Name: J. Scott Enright  
 Title: Vice President

# SCHEDULE A

## TRADEMARKS AND TRADEMARK REGISTRATIONS

### EMMIS RADIO, LLC

#### Trademark Registrations

Mark	Registration Date	Registration Number
Q101 "THE SOLUTION" (stylized letters)	10/22/85	1,367,063
Q-101 (words only)	8/26/97	2,091,433
CD 101.9 Today's Cool Jazz	1/30/96	1,952,411
Double Your Salary	2/11/03	2,686,200
The Smoothest Place on Earth	5/26/98	2,160,476
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/05/82	1,211,859
St. Louis' Best Rock (words only)	12/28/82	1,222,068
Real Rock Radio (words only)	11/12/85	1,370,559
K-SHE-95 (words only)	7/9/85	1,348,574
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Power 106 FM (stylized letters)	5/12/87	1,439,522

The Mall	9/3/02	2,614,499
HOT 97	8/14/01	2,477,364
The 93.1 WNAP Raft Race <sup>1</sup>	1/12/99	2,217,491
Power of Hip Hop	2/25/03	2,691,140
ULTRACRIB	3/2/04	2,819,736
Hip Hop Symphony	8/27/02	2,611,930
Hip Hop Symphony and design	9/10/02	2,617,030
BIG PHAT RIDE	8/17/04	2,874,511
KTAR 620	8/19/86	1,406,152

Trademark Applications

Mark	Filing Date	Serial Number
THE ROCK	3/1/04	76/578,298
THE ROCK OF ST. LOUIS	3/1/04	76/578,297
ALTERNATRIP	1/8/04	78/349,281
POWER LAB	6/19/04	78/438,132
HOT 93.3	8/12/03	78/286,182

<sup>1</sup> Owned by Emmis Indiana Radio LP.

**EMMIS INDIANA BROADCASTING, L.P.**

Trademark Registrations

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Download The Dough	7/2/02	2,587,902
WNOU	2/27/01	2,431,658
WYXB	12/25/01	2,522,356
97.1 WENS	10/24/95	1,929,945
WENS	11/14/95	1,935,348
WIBC	12/1/98	2,207,182
WTHI	11/05/96	2,013,974
Rate A Mate	4/8/03	2,704,100

**EMMIS PUBLISHING, L.P.**

## Trademark Registrations

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Indianapolis Monthly (words only)	9/12/95	1,917,939
Atlanta (words only)	9/13/83	1,251,117
Atlanta (stylized letters)	9/13/83	1,251,118
Atlanta Magazine (words only)	7/31/62	735,488
Atlanta Magazine (words only)	7/29/97	2,083,254
Country Sampler	10/11/88	1,508,087
Country Sampler's Country Business	5/31/94	1,838,419
Cincinnati Magazine	12/15/98	2,211,138
Folkart Treasures	7/29/97	2,083,593
Folkart Treasures Country Marketplace	8/5/97	2,085,682
Country Marketplace	7/22/97	2,081,245
The Country Sampler Store	6/29/99	2,256,764
The Country Sampler Store (image)	7/6/99	2,259,026
Taste of Indianapolis	3/7/00	2,325,902
Texas Monthly	12/23/75	1,027,910

Behind the Lines	11/18/97	2,113,378
Texas Primer	1/18/00	2,310,020
Texas Monthly	6/6/00	2,355,473
Last Page	10/28/97	2,110,143
Texas Tour and Meeting Guide	9/9/97	2,094,074
Texas Bride	6/9/98	2,164,813
Planet Texas Design	2/9/99	2,222,976
Texas Tour Guide	4/13/99	2,239,972
Domain	1/21/86	1,379,148
Los Angeles (Stylized)	10/22/96	2,009,987
Best of LA	4/15/97	2,053,510
The Best of LA	5/10/94	1,835,407
California Weekends	10/24/89	1,562,838
Buzz	3/3/92	1,678,086
LA Style	6/23/87	1,444,072
Los Angeles Direct	12/14/99	2,301,092
The Arbiter	11/2/99	2,290,745
LA to Z	11/30/99	2,297,159
Street Smart	11/9/99	2,291,770
Los Angeles (Stylized)	8/31/99	2,273,997

LA Magazine	6/29/99	2,257,898
E Emmis Publishing and design	8/18/98	2,182,747
State Secrets	5/29/01	2,455,683
The Civil War CD-ROM	8/4/98	2,178,242
L.A. Style	4/22/97	2,054,150
Texas Monthly Biz	7/10/01	2,468,164
Texas Tour Guide	9/9/03	2,761,950
Texas Traveler	9/9/03	2,761,949
Texas Monthly Dining Guide Dallas Fort Worth	4/20/04	2,834,351
Atlanta Magazine Home	9/16/03	2,764,219
Decorate with Paint	12/10/02	2,658,639
Window & Wall Treatments	7/1/03	2,733,534
Kitchen & Bath Makeovers	2/25/03	2,691,760
Texas Monthly @ Your Service	4/8/03	2,704,776



Trademark Applications

<b>Mark</b>	<b>Filing Date</b>	<b>Serial Number</b>
Teen Atlanta	3/24/04	78/389,712
Cincinnati	2/20/04	78/371,457
E Emmis Books and Design	12/29/03	78/346,111
Texas Monthly How to be Texan	7/17/03	78/275,360
Texas Monthly Talks	6/23/03	78/266,009
The Atlanta Medical Guide	5/22/03	78/253,096
Texas Monthly Shops Houston	10/15/02	78/174,445
Texas Monthly Shops Dallas	10/15/02	78/174,440
Texas Monthly Dining Guide Houston	10/15/02	78/174,432
Buzz	10/14/02	78/174,212
Atlanta At Home	2/5/02	76/367,118
Atlanta Condo Collection	9/19/02	78/165,702
The Ultimate Intown Living Tour	9/25/02	78/167,659
Atlanta Condo Collection The Ultimate Intown Living Tour (design)	9/27/02	78/168,755

**EMMIS TELEVISION BROADCASTING, L.P.**

Trademark Registrations

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Hawaiian Moving Company	9/4/84	1,293,388
KHON-TV	1/19/88	1,473,537
WFTX-TV	11/05/96	2,013,973
Clear, Accurate and To The Point	10/1/02	2,629,458

**SJL OF KANSAS CORP.**

Trademark Registrations

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
KSN	5/15/84	1,278,336

**EMMIS OPERATING COMPANY**

## Trademark Applications

<b>Mark</b>	<b>Filing Date</b>	<b>Serial Number</b>
Great Media, Great People, Great Service	2/14/03	78/215,073

## Trademark Registrations

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
E Emmis Broadcasting (words & design)	8/18/98	2,182,748
E Emmis Communications (words & design)	6/8/99	2,251,655
E Emmis Communications and Design	8/18/98	2,182,747
Job City USA	8/1/00	2,373,975
Co-op Consultant	12/22/87	1,469,677
Co-Opportunities	4/14/81	1,151,008
Jobcity	2/20/01	2,430,418
Marketpro	3/16/99	2,231,493
Scratch 'n Surf	3/26/02	2,552,119
Scratch N' Surf design	6/11/02	2,577,609
Great Media, Great People, Great Service	3/23/04	2,826,411
Power of Emmis	9/9/03	2,762,904

**TRADEMARK AND SERVICE MARK LICENSES**

**EMMIS RADIO, LLC AS LICENSOR**

<b>Mark</b>	<b>State/ Federal</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Licensee</b>	<b>Title of Agreement</b>	<b>Date of Agreement</b>
Hot 97	Federal	2,477,364	8/14/01	South Central Communicatio ns Corp (for use in Evansville, Indiana/Owen sboro, Kentucky)	License Agreement	3/6/03
Hot 97	Federal	2,477,364	8/14/01	American General Media Corp. (for use in Bakersfield, California)	License Agreement	7/2/01
Hot 97	Federal	2,477,364	8/14/01	Infinity Radio Inc. (for use in Hartford/New Britain, Connecticut)	License Agreement	9/30/01

**TRADEMARK AND SERVICE MARK LICENSES**

**EMMIS RADIO, LLC AS LICENSEE**

<b>Mark</b>	<b>State/Federal</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Licensor</b>	<b>Title of Agreement</b>	<b>Date of Agreement</b>
Red Radio	Federal	78/217,626	2/21/03	Infinity Broadcasting Corporation (for use in St. Louis, Missouri)	License Agreement	1/20/04
Red Radio	Federal	78/217,628	2/21/03	Infinity Broadcasting Corporation (for use in St. Louis, Missouri)	License Agreement	1/20/04
Peak	Federal	2,160,393	5/27/04	Citidel Communications Corporation (for use in Phoenix, Arizona)	License Agreement	5/27/04