Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: **Grant of Security Interest** 

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Susquehanna Radio Corp.		07/26/2006	CORPORATION: PENNSYLVANIA

#### **RECEIVING PARTY DATA**

Name:	Deutsche Bank Trust Company Americas	
Street Address:	60 Wall Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10005	
Entity Type:	Collateral Agent:	

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2447983	99X
Registration Number:	2467629	KSAN
Registration Number:	2219820	"THE SNOW SHOW"
Registration Number:	2079225	LIVE X
Registration Number:	1724121	RADIOCARD
Registration Number:	2180664	WSBA

#### **CORRESPONDENCE DATA**

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

trademarkdocket@whitecase.com Email:

Correspondent Name: Matthew Bart c/o White & Case LLP

Address Line 1: 1155 Avenue of the Americas New York, NEW YORK 10036 Address Line 4:

ATTORNEY DOCKET NUMBER: 1104031-0408

> TRADEMARK **REEL: 003365 FRAME: 0523**

900055219

NAME OF SUBMITTER:	Matthew Bart	
Signature:	/Matthew Bart/	
Date:	08/09/2006	
Total Attachments: 7 source=Susqueha#page1.tif source=Susqueha#page2.tif source=Susqueha#page3.tif source=Susqueha#page4.tif source=Susqueha#page5.tif source=Susqueha#page6.tif source=Susqueha#page7.tif		

TRADEMARK REEL: 003365 FRAME: 0524 GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARK RIGHTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which

are hereby acknowledged, Susquehanna Radio Corp., a Pennsylvania corporation (the 'Grantor')

with principal offices at 14 Piedmont Center, 3535 Piedmont Road, Suite 1400, Atlanta, Georgia

30305 hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with

principal offices at 60 Wall Street, New York, New York, 10005, (the "Grantee"), a continuing

security interest in (i) all of the Grantor's right, title and interest in, to and under to the United

States trademarks, trademark registrations and trademark applications (the 'Marks') set forth on

Schedule A attached hereto, (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 of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations

of the Grantor, as such term is defined in the Intellectual Property Security Agreement among the

Grantor, the other assignors from time to time party thereto and the Grantee, dated as of May 5,

2006 (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 shall execute, acknowledge, and deliver to the Grantor an instrument in

writing releasing the security interest in the Marks 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

010395-0842-02908-NY02.2532861.1

TRADEMARK REEL: 003365 FRAME: 0525 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

010395-0842-02908-NY02.2532861.1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly exercised and delivered by their respective officers thereunto duly authorized as of the date and year first above written.

SUSQUEHANNA RADIO CORP.

ame: Rebut S. ) and

Title: Ve

Date: 7/24/12

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: \_\_\_\_\_\_Name:

Title:
Date:

STATE OF GLORGIA	) ) ss
COUNTY OF SILLON	)

On the 2b day of 1/4, 2006, before me personally came

Light demine, who is personally known to me to be the VP/91 course of

Susquehanna Radio Corp., a Pennsylvania corporation; who, being duly sworn, did depose and say that she/he is the VP/91 Course in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

PUBLIC ANY AND ANY AND

Notary Public

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly exercised and delivered by their respective officers thereunto duly authorized as of the date and year first above written.

## SUSQUEHANNA RADIO CORP.

By:		 
Name:		
Title:		
Date:		

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

Name:

Susan LeFevre Director

Title: Date:

mayra Laucella
Vice President

STATE OF NEW YORK)	
STATE OF NEW YORK) COUNTY OF NEW YORK	
On the th day of 16, 2006, before me personally came Sysaw and MAYAA LAUCEURWho is personally known to me to be the Difference and D.P. of Deutsche Bank Trust Company America NY COMP.; who, being duly sworn, did depose and say that she/he is the Difference and D.P. in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delive said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.	n ered

(PLACE STAMP AND SEAL ABOVE)

JOJEANTRAVIS
Registration No. 01TR5013241
New York County
July 15,

# SCHEDULE A

# UNITED STATES TRADEMARK REGISTRATIONS

Registration Number	Trademark
Reg. No. 2,447,983	99X
Reg. No. 2,467,629	KSAN
Reg. No. 2,219,820	"THE SNOW SHOW"
Reg. No. 2,079,225	LIVE X
Reg. No. 1,724,121	RADIOCARD
Reg. No. 2,180,664	WSBA

010395-0842-02908-NY02.2532861.1

**RECORDED: 08/09/2006** 

TRADEMARK REEL: 003365 FRAME: 0531