

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citicorp USA, Inc.		12/03/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mapleton Communications, LLC		
<b>Street Address:</b>	10900 Wilshire Boulevard		
<b>Internal Address:</b>	15th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90024		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2714759	RADIO MEDFORD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)316-8263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172390632		
<b>Email:</b>	agrandy@eapdlaw.com		
<b>Correspondent Name:</b>	Adam M. Grandy		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	211081-2		
<b>NAME OF SUBMITTER:</b>	Adam M. Grandy		
<b>Signature:</b>	/Adam M. Grandy/		

CH \$40.00 2714759

Date:

12/05/2007

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 3, 2007, from Citicorp USA, Inc., a Delaware corporation (the "Lender"), with a business address at 787 West Fifth Street, 28th Floor, Los Angeles, California 90071, to Mapleton Communications, LLC, a Delaware limited liability company (the "Company") with a business address at 10900 Wilshire Boulevard, 15th Floor, Los Angeles, California 90024.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement among the Lender and the Company, dated as of June 28, 2004 in favor of the Lender (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Company to the Lender in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, a Notice of Security Interests in Patents and Trademarks was recorded in the Assignment Division of the United States Patent and Trademark Office on July 12, 2004, at Reel 3007 and Frame 0777; and

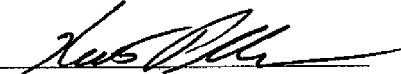
WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby agrees and acknowledges as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.
2. Release of Security Interest. The Lender hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Trademark Collateral.
3. Further Assurances. The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CITICORP USA, INC.

By:   
Name: Keith Pallmann  
Title: Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

ss.:

On this 28 day of NOVEMBER, 2007, before me personally appeared KEITH PALLMANN to me known who, being by me duly sworn, did depose and say that he/she is VP of [ CITICORP USA INC ], described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by [ CITICORP USA INC ].



Notary Public

(Affix Seal Below)

**ANDREW P. SMITH**  
Notary Public, State of New York  
No. 4955099  
Qualified in Nassau County  
Commission Expires Aug, 28, 2009

Schedule A

<b>Trademark</b>	<b>Jurisdiction of Filing</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
Radio Medford	US PTO	2,714,759	5/6/2003	Mapleton Communications, LLC