

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mapleton Communications, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton Radio, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton of Medford, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton of Redding, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton of Monterey, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton of Merced, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton of Chico, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton of San Luis Obispo, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton of San Francisco, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton of Spokane, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton License of Medford, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton License of Redding, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton License of Monterey, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton License of Merced, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton License of Chico, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton License of San Luis Obispo, LLC		12/03/2007	LIMITED LIABILITY COMPANY:
Mapleton License of San Francisco, LLC		12/03/2007	LIMITED LIABILITY COMPANY:

CH \$140.00 2714759

Mapleton License of Spokane, LLC

12/03/2007

LIMITED LIABILITY  
COMPANY:

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	2325 Lakeview Parkway
Internal Address:	Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION:

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2714759	RADIO MEDFORD
Registration Number:	2670664	RADIO MERCED
Registration Number:	2721516	KPIG 107.5 FM FREEDOM CALIFORNIA
Serial Number:	77259939	THE POWER OF RADIO
Serial Number:	77280200	THE POWER OF LOCAL RADIO

## CORRESPONDENCE DATA

Fax Number: (617)316-8263  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6172390632  
 Email: agrandy@eapdlaw.com  
 Correspondent Name: Adam M. Grandy  
 Address Line 1: 111 Huntington Avenue  
 Address Line 2: Edwards Angell Palmer & Dodge LLP  
 Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	211081-2
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	12/05/2007

## Total Attachments: 8

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**TRADEMARK**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 3, 2007, is among each of the undersigned (each, a "Grantor"), and General Electric Capital Corporation, as administrative agent ("Administrative Agent") for the lenders party to the Credit Agreement referred to below.

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of December 3, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mapleton Communications, LLC, a Delaware limited liability company (the "Borrower"), the other credit parties thereto (collectively with the Borrower, the "Credit Parties"), the Administrative Agent, the other agents named therein and the Lenders party thereto, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS pursuant to the Security Agreement, dated as of December 3, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantors and Administrative Agent, each Grantor granted to Administrative Agent, for itself and for the benefit of the Secured Parties, a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations (as defined in the Security Agreement) including the obligations of the Credit Parties under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that, Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

### *Section 1. Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

***Section 2. Grant of Security Interest in Trademarks***

Each Grantor hereby grants to Administrative Agent, for itself and for the benefit of the Secured Parties, a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under the Trademarks, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent on behalf of and for the ratable benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantors hereby authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

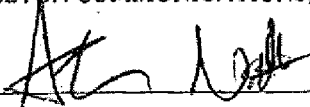
This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

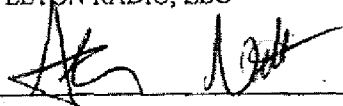
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

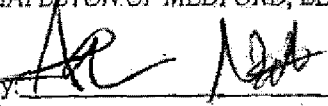
MAPLETON COMMUNICATIONS, LLC

By:   
Name:  
Title:

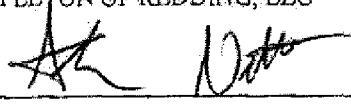
MAPLETON RADIO, LLC

By:   
Name:  
Title:

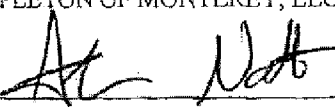
MAPLETON OF MEDFORD, LLC

By:   
Name:  
Title:

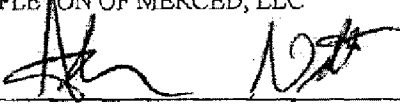
MAPLETON OF REDDING, LLC

By:   
Name:  
Title:

MAPLETON OF MONTEREY, LLC

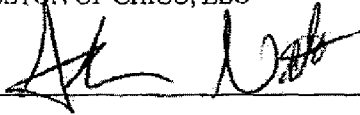
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MAPLETON OF MERCED, LLC

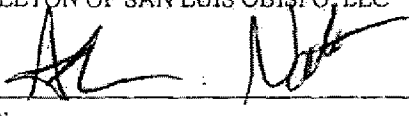
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Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


MAPLETON OF CHICO, LLC

By:   
Name:  
Title:

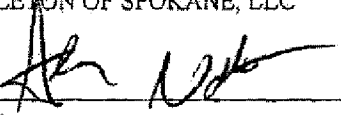
MAPLETON OF SAN LUIS OBISPO, LLC

By:   
Name:  
Title:

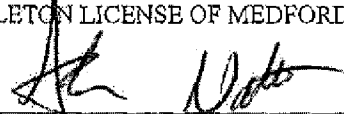
MAPLETON OF SAN FRANCISCO, LLC

By:   
Name:  
Title:

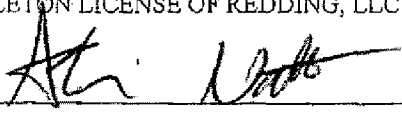
MAPLETON OF SPOKANE, LLC

By:   
Name:  
Title:

MAPLETON LICENSE OF MEDFORD, LLC

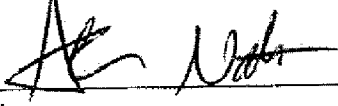
By:   
Name:  
Title:

MAPLETON LICENSE OF REDDING, LLC

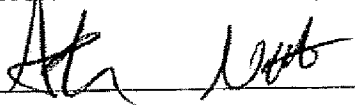
By:   
Name:  
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[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

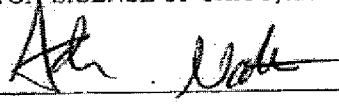
MAPLETON LICENSE OF MONTEREY, LLC

By:   
Name:  
Title:

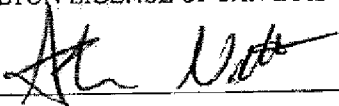
MAPLETON LICENSE OF MERCED, LLC

By:   
Name:  
Title:

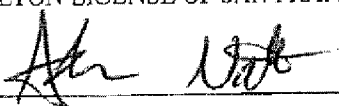
MAPLETON LICENSE OF CHICO, LLC

By:   
Name:  
Title:

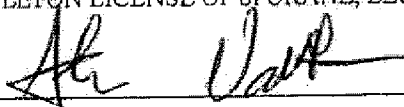
MAPLETON LICENSE OF SAN LUIS OBISPO, LLC

By:   
Name:  
Title:

MAPLETON LICENSE OF SAN FRANCISCO, LLC

By:   
Name:  
Title:

MAPLETON LICENSE OF SPOKANE, LLC

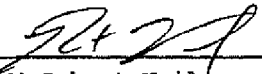
By:   
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



ADMINISTRATIVE AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:   
Name: Robert Vail  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

<b>Trademark/Service Mark</b>	<b>Jurisdiction of Filing</b>	<b>Registration No.</b>	<b>Registrant</b>	<b>Current Owner</b>
NON-STOP CLASSIC ROCK	Oregon	TS33137	Mapleton Communications, LLC	Mapleton of Medford, LLC
BLOCK PARTY WEEKENDS	Oregon	TS33138	Mapleton Communications, LLC	Mapleton of Medford, LLC
TODAY'S BEST MUSIC	Oregon	S32586	Mapleton Communications, LLC	Mapleton of Medford, LLC
SOUTHERN OREGON'S HIT MUSIC STATIONS	Oregon	S32585	Mapleton Communications, LLC	Mapleton of Medford, LLC
SUPER NEWSTALK	Oregon	S32634	Mapleton Communications, LLC	Mapleton of Medford, LLC
THE MORNING EXPRESS	Oregon	S32636	Mapleton Communications, LLC	Mapleton of Medford, LLC
93.7 MIKE FM PLAYING & DESIGN	Oregon	TS38401	Mapleton Communications, LLC	Mapleton of Medford, LLC
RADIO MEDFORD	Federal USPTO	2,714,759	Mapleton Communications, LLC	Mapleton of Medford, LLC
RADIO MERCED	Federal USPTO	2,670,664	Mapleton Communications, LLC	Mapleton of Merced, LLC
KPIG 107.5 FREEDOM CALIFORNIA & DESIGN	Federal USPTO	2,721,516	Mapleton Communications, LLC	Mapleton of Monterey, LLC
THE HIPPO & DESIGN	California	62552	Mapleton Communications, LLC	Mapleton Communications, LLC
THE BEACH	California	62553	Mapleton Communications, LLC	Mapleton Communications, LLC
THE HIPPO	California	62554	Mapleton Communications, LLC	Mapleton Communications, LLC
THE BEACH & DESIGN	California	62555	Mapleton Communications, LLC	Mapleton Communications, LLC
RADIO LOBO & DESIGN	California	62556	Mapleton Communications, LLC	Mapleton of Merced, LLC
RADIO CHICO & DESIGN	California	63041	Mapleton Communications, LLC	Mapleton of Chico, LLC

Trademark/Service Mark	Jurisdiction of Filing	Registration No.	Registrant	Current Owner
RADIO REDDING & DESIGN	California	63042	Mapleton Communications, LLC	Mapleton of Redding, LLC
WILD 106FM and DESIGN	California	56861	Mapleton Communications, LLC	Mapleton of San Luis Obispo, LLC
REAL ROCK	Washington	50200, Class 38	Citadel Broadcasting Company	Mapleton of Spokane, LLC
THE PEAK	Washington	28542, Class 38	Citadel Broadcasting Company	Mapleton of Spokane, LLC
THE POWER OF RADIO	USPTO	77 / 259,939	Mapleton Communications, LLC	Mapleton Communications, LLC
THE POWER OF LOCAL RADIO	USPTO	77 / 280,200	Mapleton Communications, LLC	Mapleton Communications, LLC