

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Salem Communications Corporations		12/01/2009	CORPORATION: DELAWARE
CCM COMMUNICATIONS, INC.		12/01/2009	CORPORATION: TENNESSEE
CARON BROADCASTING, INC.		12/01/2009	CORPORATION: OHIO
NEW INSPIRATION BROADCASTING COMPANY, INC.		12/01/2009	CORPORATION: CALIFORNIA
SALEM COMMUNICATIONS HOLDING CORPORATION		12/01/2009	CORPORATION: DELAWARE
SALEM RADIO NETWORK INCOPORATED		12/01/2009	CORPORATION: DELAWARE
SCA LICENSE CORPORATION		12/01/2009	CORPORATION: DELAWARE
One Place, LLC		12/01/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	700 S. Flower Street, Suite 500
Internal Address:	Attn: Corporate Unit
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	2920828	SINGING NEWS
Registration Number:	2920826	THE PRINTED VOICE OF SOUTHERN GOSPEL MUSIC
Registration Number:	2802602	CROSSWALK

CH \$1540.00 2920828

Registration Number:	2750649	CROSSWALK
Registration Number:	2805120	CROSSWALK
Registration Number:	2805119	CROSSWALK
Registration Number:	2736979	CROSSWALK.COM
Registration Number:	2854014	CROSSWALK.COM
Registration Number:	2569476	THE FISH
Registration Number:	2616697	THE FISH 95.9 FM
Registration Number:	3134729	TOWNHALL.COM
Registration Number:	2821633	THE WORD IN PRAISE
Registration Number:	3382286	CELEBRATE FREEDOM
Registration Number:	2948742	FISHFEST
Registration Number:	2929515	FISHFEST
Registration Number:	3037051	SAFE FOR THE WHOLE FAMILY
Registration Number:	2880004	BEYOND THE NEWS
Registration Number:	2900220	FAMILYTALK
Registration Number:	1996372	SALEM COMMUNICATIONS CORPORATION
Registration Number:	3053149	ONEPLACE
Registration Number:	3014755	WHERE YOUR OPINION COUNTS
Registration Number:	22044	
Registration Number:	3111925	KLTY
Registration Number:	3111928	WIND
Registration Number:	3116934	WMCA
Registration Number:	3109362	WBOB
Registration Number:	3082746	CROSSCARDS
Registration Number:	3188777	SERMONSEARCH
Registration Number:	3264840	WHERE YOUR OPINION COUNTS
Registration Number:	3291058	STARFISH
Registration Number:	3396955	KFSH
Registration Number:	3396982	KFAX
Registration Number:	3396984	KFIS
Registration Number:	3396987	KKFS
Registration Number:	3396999	KGU
Registration Number:	3397001	KKLA
Registration Number:	3397015	KCBQ
Registration Number:	3397026	KRLA

Registration Number:	3292824	KPRZ
Registration Number:	3292876	WFIL
Registration Number:	3293330	WEZE
Registration Number:	3293352	KSKY
Registration Number:	3293372	WGKA
Registration Number:	3293430	KGFT
Registration Number:	3316389	KBIQ
Registration Number:	3316862	WWTC
Registration Number:	3316869	KKNT
Registration Number:	3316870	KYCR
Registration Number:	3316882	WFHM
Registration Number:	3316905	WYLL
Registration Number:	3316906	KSLR
Registration Number:	3316913	KLUP
Registration Number:	3316950	KCRO
Registration Number:	3316951	KLFE
Registration Number:	3316953	WORL
Registration Number:	3316971	WNTP
Registration Number:	3292877	WAVA
Registration Number:	3619212	THE TALK OF NEW YORK
Registration Number:	2583356	S
Registration Number:	1968784	SALEM RADIO NETWORK
Serial Number:	77061698	NIGHT LIGHT

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	205173
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/

Date:

12/03/2009

Total Attachments: 9

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 1, 2009 by SALEM COMMUNICATIONS CORPORATION, CCM COMMUNICATIONS, INC., CARON BROADCASTING, INC., NEW INSPIRATION BROADCASTING COMPANY, INC., ONE-PLACE, LLC, SALEM COMMUNICATIONS HOLDING CORPORATION, SALEM RADIO NETWORK INCOPORATED and SCA LICENSE CORPORATION (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is

deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Second Lien Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

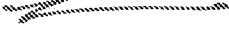
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of certain rights and remedies by the Collateral Agent hereunder are subordinated and subject to the provisions of that certain Intercreditor Agreement, dated as of December 1, 2009 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Intercreditor Agreement”), among Salem Communications Corporation, the other Grantors from time to time party thereto, Bank of America, N.A., in its capacity as the initial First Lien Agent, and The Bank of New York Mellon Trust Company, N.A., in its capacity as the initial Second Lien Collateral Agent thereunder. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

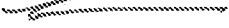
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

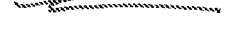
SALEM COMMUNICATIONS CORPORATION

By: 
Name: Christopher J. Henderson
Title: Vice President and Secretary

SALEM COMMUNICATIONS HOLDING CORPORATION

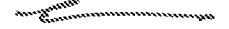
By: 
Name: Christopher J. Henderson
Title: Vice President and Secretary

CARON BROADCASTING, INC.
CCM COMMUNICATIONS, INC.
NEW INSPIRATION BROADCASTING COMPANY, INC.
SALEM RADIO NETWORK INCORPORATED
SCA LICENSE CORPORATION

By: 
Name: Christopher J. Henderson
Title: Vice President and Secretary

ONEPLACE, LLC

By: SCA LICENSE CORPORATION
as Managing Member

By: 
Name: Christopher J. Henderson
Title: Vice President and Secretary

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: Alex Briffett
Name: John (Alex) Briffett
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
CCM Communications, Inc.	2,920,828	Singing News
CCM Communications, Inc.	2,920,826	The Printed Voice of Southern Gospel Music
Caron Broadcasting, Inc.	2,802,602	CROSSWALK
Caron Broadcasting, Inc.	2,750,649	CROSSWALK
Caron Broadcasting, Inc.	2,805,120	CROSSWALK
Caron Broadcasting, Inc.	2,805,119	CROSSWALK
Caron Broadcasting, Inc.	2,736,979	CROSSWALK.COM
Caron Broadcasting, Inc.	2,854,014	CROSSWALK.COM
New Inspiration Broadcasting Company, Inc.	2,569,476	THE FISH
New Inspiration Broadcasting Company, Inc.	2,616,697	THE FISH 95.9 fm
OnePlace, LLC	3,134,729	TOWNHALL.COM
Salem Communications Holding Corporation	2,821,633	THE WORD IN PRAISE
Salem Communications Holding Corporation	3,382,286	CELEBRATE FREEDOM
Salem Communications Holding Corporation	2,948,742	FISHFEST
Salem Communications Holding Corporation	2,929,515	FISHFEST
Salem Communications Holding Corporation	3,037,051	SAFE FOR THE WHOLE FAMILY
Salem Communications Holding Corporation	2,880,004	BEYOND THE NEWS
Salem Communications Holding Corporation	2,900,220	FAMILYTALK
Salem Communications Holding Corporation	1,996,372	SALEM COMMUNICATIONS CORPORATION
Salem Communications Holding Corporation	3,053,149	ONEPLACE
Salem Communications Holding Corporation	3,014,755	WHERE YOUR OPINION COUNTS
Salem Communications Holding Corporation	S-22044	ON TIME TRAFFIC
Salem Communications Holding Corporation	3,111,925	KLTY
Salem Communications Holding Corporation	3,111,928	WIND

OWNER	REGISTRATION NUMBER	TRADEMARK
Salem Communications Holding Corporation	3,116,934	WMCA
Salem Communications Holding Corporation	3,109,362	WBOB
Salem Communications Holding Corporation	3,082,746	CROSSCARDS
Salem Communications Holding Corporation	3,188,777	SERMONSEARCH
Salem Communications Holding Corporation	3,264,840	WHERE YOUR OPINION COUNTS
Salem Communications Holding Corporation	3,291,058	STARFISH
Salem Communications Holding Corporation	3,396,955	KFSH
Salem Communications Holding Corporation	3,396,982	KFAX
Salem Communications Holding Corporation	3,396,984	KFIS
Salem Communications Holding Corporation	3,396,987	KKFS
Salem Communications Holding Corporation	3,396,999	KGU
Salem Communications Holding Corporation	3,397,001	KKLA
Salem Communications Holding Corporation	3,397,015	KCBQ
Salem Communications Holding Corporation	3,397,026	KRLA
Salem Communications Holding Corporation	3,292,824	KPRZ
Salem Communications Holding Corporation	3,292,876	WFIL
Salem Communications Holding Corporation	3,293,330	WEZE
Salem Communications Holding Corporation	3,293,352	KSKY
Salem Communications Holding Corporation	3,293,372	WGKA
Salem Communications Holding Corporation	3,293,430	KGFT
Salem Communications Holding Corporation	3,316,389	KBIQ
Salem Communications Holding Corporation	3,316,862	WWTC
Salem Communications Holding Corporation	3,316,869	KKNT
Salem Communications Holding Corporation	3,316,870	KYCR
Salem Communications Holding Corporation	3,316,882	WFHM

OWNER	REGISTRATION NUMBER	TRADEMARK
Salem Communications Holding Corporation	3,316,905	WYLL
Salem Communications Holding Corporation	3,316,906	KSLR
Salem Communications Holding Corporation	3,316,913	KLUP
Salem Communications Holding Corporation	3,316,950	KCRO
Salem Communications Holding Corporation	3,316,951	KLFE
Salem Communications Holding Corporation	3,316,953	WORL
Salem Communications Holding Corporation	3,316,971	WNTP
Salem Communications Holding Corporation	3,292,877	WAVA
Salem Communications Holding Corporation	3,619,212	THE TALK OF NEW YORK
Salem Communications Corporation	2,583,356	Stylized "S" logo
Salem Radio Network Incorporated	1,968,784	SALEM RADIO NETWORK

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Salem Communications Holding Corporation	77/061,698	NIGHT LIGHT

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
One Place, LLC	TMA720,174	Canada	INTERCRISTO
SCA License Corporation	32,371 (MN State)	USA,MN	THE PATRIOT (words and logo)
Salem Communications Holding Corporation	N/A	USA,TN	Home Based Business Expo