

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
Citadel Broadcasting Company		12/10/2010	COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Serial Number:	85021150	MUSIC FOR GENERATION X
Registration Number:	3434999	IHAVEADREAMJOB.COM
Registration Number:	3656562	LITEROCK 105
Registration Number:	3449317	BRAND THE BRAIN
Registration Number:	3039663	100 FM THE PIKE
Registration Number:	3391260	103.3 ED-FM
Registration Number:	3197668	98.7 EARL FM
Registration Number:	2861222	AIRBOUND
Registration Number:	2973743	AMERICANA CAFE
Registration Number:	3338770	CAT COUNTRY 98.7
Registration Number:	2892876	CITADEL BROADCASTING CORPORATION
Registration Number:	3233981	DIVA
Registration Number:	3378260	ED
Registration Number:	1465874	

OP \$1165.00 85021150

Registration Number:	1588203	KATT
Registration Number:	3290120	K-BULL
Registration Number:	3129733	LA INDOMABLE
Registration Number:	3155258	MARTINI 106.1
Registration Number:	2717964	QUEST FOR A MILLION PENNIES
Registration Number:	3271841	RIGHT NOW RADIO
Registration Number:	3267907	RIGHT NOW RADIO
Registration Number:	2927591	THE BUZZARD
Registration Number:	2680552	THE HUGE SHOW
Registration Number:	3251458	THE MORNING WAKING CREW
Registration Number:	1441491	WIVK
Registration Number:	2259366	WIVK
Registration Number:	1382702	WKY
Registration Number:	1424289	WXLO
Registration Number:	3251837	XLO
Registration Number:	2724656	CITADEL
Registration Number:	2724650	CITADEL BROADCASTING COMPANY
Registration Number:	2441289	KAT COUNTRY
Registration Number:	2160393	PEAK FM
Registration Number:	2158781	Q-NET
Registration Number:	1448909	WBLM
Registration Number:	1455767	WBLM
Registration Number:	2161792	WHOM
Registration Number:	2158780	WJBQ
Registration Number:	1387765	WOKQ
Registration Number:	2158779	WPKQ
Registration Number:	2052902	WCYY
Registration Number:	2425497	
Registration Number:	2460651	CCC
Registration Number:	1915569	OPERATION SNOWBALL
Registration Number:	1808008	CAT COUNTRY
Registration Number:	1808007	CAT COUNTRY

CORRESPONDENCE DATA

Fax Number: (212)455-2502

TRADEMARK
REEL: 004449 FRAME: 0945

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

Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1541
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/10/2011

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of December 10, 2010 is made by Citadel Broadcasting Company, a Nevada company, located at City Center West, 7201 West Lake Mead Boulevard, Suite 400 Las Vegas, Nevada 89128 (the “Obligor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of December 10, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Citadel Broadcasting Corporation (parent of Obligor) (“Borrower”), the Lenders, the Agent, Bank of America, N.A. and Deutsche Bank Trust Securities Inc., as Co-Syndication Agents, and Credit Suisse Securities (USA) LLC and Royal Bank of Scotland PLC, as Co-Documentation Agents.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain subsidiaries of Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of December 10, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

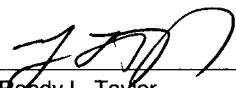
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

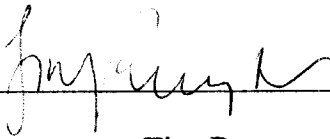
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

CITADEL BROADCASTING COMPANY

By: 
Name: Randy L. Taylor
Title: Senior Vice President and Chief Financial Officer
Date: December , 2010

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: _____
Title: **Tina Ruyter**
Date: **Executive Director**

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)
th

On the 9 day of December, 2010, before me personally came Tina Hunter, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director in such association, the association 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 association; and that she/he acknowledged said instrument to be the free act and deed of said association.

E. Delina C. Adderley
Notary Public **EDELINA C. ADDERLEY**
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2014
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Reg. No./ App. No.
MUSIC FOR GENERATION X	85/021,150
IHAVEADREAMJOB.COM	3,434,999
LITEROCK 105 AND DESIGN	3,656,562
BRAND THE BRAIN	3,449,317
100 FM THE PIKE	3,039,663
103.3 ED-FM	3,391,260
98.7 EARL FM	3,197,668
AIRBOUND	2,861,222
AMERICANA CAFÉ	2,973,743
CAT COUNTRY 98.7 AND DESIGN	3,338,770
CITADEL BROADCASTING CORPORATION	2,892,876
DIVA	3,233,981
ED	3,378,260
FROG DESIGN	1,465,874
KATT	1,588,203
K-BULL	3,290,120
LA INDOMABLE	3,129,733
MARTINI 106.1	3,155,258
QUEST FOR A MILLION PENNIES	2,717,964
RIGHT NOW RADIO	3,271,841
RIGHT NOW RADIO AND DESIGN	3,267,907
THE BUZZARD	2,927,591
THE HUGE SHOW	2,680,552
THE MORNING WAKING CREW	3,251,458
WIVK	1,441,491
WIVK AND DESIGN	2,259,366
WKY	1,382,702
WXLO	1,424,289
XLO	3,251,837
CITADEL	2,724,656
CITADEL BROADCASTING COMPANY	2,724,650
KAT COUNTRY	2,441,289
PEAK FM	2,160,393
Q-NET	2,158,781
WBLM	1,448,909
WBLM AND DESIGN	1,455,767
WHOM	2,161,792
WJBQ	2,158,780
WOKQ	1,387,765
WPKQ	2,158,779

Title	Reg. No./ App. No.
WCYY	2,052,902
DESIGN OF A BULL	2,425,497
CCC AND DESIGN	2,460,651
OPERATION SNOWBALL	1,915,569
CAT COUNTRY AND DESIGN	1,808,008
CAT COUNTRY	1,808,007

509265-0806-11822-Active.12168120.3

RECORDED: 01/10/2011

TRADEMARK
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