

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMFM BROADCASTING, INC.		02/23/2011	CORPORATION: DELAWARE
AMFM OPERATING INC.		02/23/2011	CORPORATION: DELAWARE
AMFM TEXAS BROADCASTING, LP		02/23/2011	LIMITED PARTNERSHIP: DELAWARE
CAPSTAR RADIO OPERATING COMPANY		02/23/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS COLLATERAL AGENT
Street Address:	60 WALL ST., 27TH FLOOR, MS: NYC60-2710
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	BANKING CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	1374228	KMEL
Registration Number:	1406155	KOST
Registration Number:	1481930	WWSW
Registration Number:	1511258	3-W-S
Registration Number:	1637899	LOVE SONGS ON THE COAST
Registration Number:	1697212	WORLD'S LARGEST STEPPERS CONTEST
Registration Number:	1840921	WGCI
Registration Number:	1908839	THE FOX
Registration Number:	2145746	ALICE
Registration Number:	2180486	Z100

900186472

TRADEMARK
 REEL: 004496 FRAME: 0578

OP \$1840.00 1374228

Registration Number:	2671799	WNUA
Registration Number:	2705352	THE VELVET ROOM
Registration Number:	2766266	LOVE AFFAIR
Registration Number:	3125200	QUEER CHANNEL
Registration Number:	3340658	UPLIFT! CHICAGO
Registration Number:	2260886	LISTENER LUNCH
Registration Number:	3751784	IN CONTROL
Registration Number:	1938924	KDWB
Registration Number:	1397971	WALK
Registration Number:	1506410	KGGI
Registration Number:	1689316	GOOD TIMES AND GREAT OLDIES
Registration Number:	1821715	THE TEAM
Registration Number:	1852636	TURN YOUR KNOB TO BOB
Registration Number:	1965305	KDWB 101.3
Registration Number:	2397163	LOVE ZONE
Registration Number:	2403481	THE PEOPLE'S STATION
Registration Number:	2440112	COOL
Registration Number:	2440113	COOL
Registration Number:	2442205	STAR LOUNGE
Registration Number:	2467209	KOOL
Registration Number:	2515911	PHONE SCAM
Registration Number:	2562841	KOOL
Registration Number:	2659776	MEGA 100
Registration Number:	2689617	MEGA
Registration Number:	2169192	THE BEAT OF NEW YORK
Registration Number:	2260224	KTU
Registration Number:	2554598	KBKS
Registration Number:	1370576	WLTW
Registration Number:	1405285	KFI
Registration Number:	1737199	BETWEEN THE SHEETS
Registration Number:	1846994	MORE STIMULATING TALK RADIO
Registration Number:	2030249	THE BATTLE OF THE SEXES
Registration Number:	2090974	DJ SPIN
Registration Number:	2178011	SUNDAY IN THE SOUTH
Registration Number:	2287477	THE MORNING BUZZ

TRADEMARK

REEL: 004496 FRAME: 0579

Registration Number:	2292331	GREG AND THE MORNING BUZZ
Registration Number:	2326619	JAM SCAM
Registration Number:	2338301	JAM'N
Registration Number:	2531177	JINGLE BALL
Registration Number:	2570123	Q104.3
Registration Number:	2597570	INTERACTIVE 9 AT 9
Registration Number:	2614785	MEET MARKET
Registration Number:	2635692	JAMMIN' OLDIES
Registration Number:	2824556	SOUTHERN CALIFORNIA'S SOFT ROCK WITH LESS TALK
Registration Number:	2843099	WTCR HIGHWAY 23 JAMBOREE
Registration Number:	2904879	NEW HAMPSHIRE'S ROCK
Registration Number:	2936334	SUNDAY IN THE SOUTH
Registration Number:	3085211	KRZR 103.7 THE WILD HARE
Registration Number:	3138966	SLOPE SPIES
Registration Number:	3171017	THE BREW
Registration Number:	3171018	THE MORNING BREW
Registration Number:	3173309	THE WILD HARE
Registration Number:	3556007	MYFM
Registration Number:	3515691	DJ SPINBAD
Registration Number:	3396257	STYLE STAGE NYC
Registration Number:	3809495	ALL ACCESS LOUNGE
Registration Number:	3784398	ZOOTOPIA
Registration Number:	3824183	ZVIP
Registration Number:	3521069	PHOOSON
Registration Number:	2137981	THE BREAKFAST CLUB
Registration Number:	2527555	WAR OF THE ROSES
Registration Number:	2694837	PHONE SCAMS
Serial Number:	85108452	FREE MONEY FIST PUMP

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa

TRADEMARK
REEL: 004496 FRAME: 0580

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

36733

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

03/15/2011

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of February 23, 2011, between the Grantor identified on the signature page hereto, and Deutsche Bank Trust Company Americas, as collateral agent (the “**Collateral Agent**”).

Reference is made to the Principal Properties Security Agreement dated as of February 23, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among certain subsidiaries of Clear Channel Communications, Inc., a Texas corporation (the “**Issuer**”) and Deutsche Bank Trust Company Americas, as Collateral Agent. The Secured Parties’ agreements in respect of the issuance of the Notes are set forth in the Indenture dated as of February 23, 2011 (as amended, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Issuer, certain subsidiaries of the Issuer from time to time party thereto, Clear Channel Capital I, LLC, a Delaware limited liability company Wilmington Trust FSB, as trustee (the “**Trustee**”) and Deutsche Bank Trust Company Americas, as Collateral Agent, pursuant to which the Issuer issued 9.0% Priority Guarantee Notes due 2021 (the “**Notes**”) to the initial purchasers thereof (the “**Initial Purchasers**”). The Grantor party hereto is an affiliate of the Issuer and will derive substantial benefits from the issuance of the Notes pursuant to the Indenture and is willing to execute and deliver this Agreement in order to induce the Initial Purchasers to purchase the Notes. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in the Section 1.04 of the Indenture also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor, including those listed on Schedule I, and
- (b) all goodwill connected with

Trademark Security Agreement

[[NYCORP:326779]]

the use of and symbolized by such marks; provided that the grant of security interest shall not include any trademark, service mark or other application for registration that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such trademark, service mark or other application for registration.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor's Secured Obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Representations and Warranties. The Grantor represents and warrants to the Collateral Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by such Grantor, in whole or in part, is set forth in Schedule I.

Section 6. Miscellaneous. As applicable, the provisions of Article VI of the Security Agreement are hereby incorporated by reference.

[Signature pages follow.]


Principal Properties – Trademark Security Agreement

[[NYCORP:3267779]]

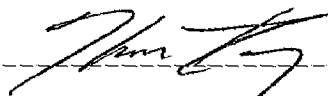
TRADEMARK
REEL: 004496 FRAME: 0583

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

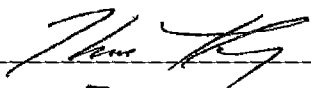
**AMFM BROADCASTING, INC.
AMFM OPERATING INC.
CAPSTAR RADIO OPERATING COMPANY**

By: 
Name: _____
Title: **Tom Casey
CFO/EVP**

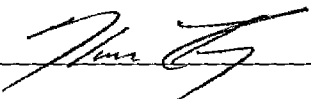
**AMFM BROADCASTING LICENSES, LLC
By AMFM BROADCASTING, INC.
Its sole member**

By: 
Name: _____
Title: **Tom Casey
CFO/EVP**


**AMFM RADIO LICENSES, LLC
By CAPSTAR RADIO OPERATING COMPANY
Its sole member**

By: 
Name: _____
Title: **Tom Casey
CFO/EVP**

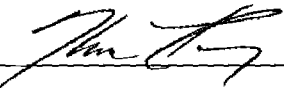
**AMFM TEXAS BROADCASTING, LP
By AMFM BROADCASTING, INC.
Its General Partner**

By: 
Name: _____
Title: **Tom Casey
CFO/EVP**

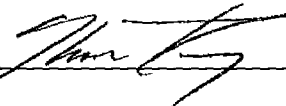
AMFM TEXAS LICENSES, LLC
By CAPSTAR RADIO OPERATING COMPANY
Its sole member

By: 
Name: _____
Title: **Tom Casey**
CFO/EVP

AMFM TEXAS, LLC
By AMFM BROADCASTING, INC.
Its sole member


By: 
Name: _____
Title: **Tom Casey**
CFO/EVP


CAPSTAR TX, LLC
By CAPSTAR RADIO OPERATING COMPANY
Its sole member

By: 
Name: _____
Title: **Tom Casey**
CFO/EVP

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

BY: DEUTSCHE BANK NATIONAL TRUST
COMPANY

By: 
Name: Kenneth R Ring
Title: Vice President

By: 
Name: DAVID CONTINO
Title: VICE PRESIDENT


Schedule I
Trademark Registrations and Use Applications

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
AMFM Broadcasting, Inc.	1374228	KMEL
AMFM Broadcasting, Inc.	1406155	KOST
AMFM Broadcasting, Inc.	1481930	WWSW
AMFM Broadcasting, Inc.	1511258	3-W-S
AMFM Broadcasting, Inc.	1637899	LOVE SONGS ON THE COAST
AMFM Broadcasting, Inc.	1697212	WORLD'S LARGEST STEPPERS CONTEST
AMFM Broadcasting, Inc.	1840921	WGCI
AMFM Broadcasting, Inc.	1908839	THE FOX
AMFM Broadcasting, Inc.	2145746	ALICE
AMFM Broadcasting, Inc.	2180486	Z100
AMFM Broadcasting, Inc.	2671799	WNUA
AMFM Broadcasting, Inc.	2705352	THE VELVET ROOM
AMFM Broadcasting, Inc.	2766266	THE LOVE AFFAIR

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
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AMFM Broadcasting, Inc.	3340658	UPLIFT! CHICAGO
AMFM Broadcasting, Inc.	2260886	LISTENER LUNCH
AMFM Broadcasting, Inc.	3751784	IN CONTROL
AMFM Broadcasting, Inc.	1938924	KDWB
AMFM Operating Inc.	1397971	WALK
AMFM Operating Inc.	1506410	KGGI
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AMFM Operating Inc.	2260224	KTU
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OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
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Capstar Radio Operating Company	2597570	INTERACTIVE 9 AT 9
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Capstar Radio Operating Company	3085211	
Capstar Radio Operating Company	3138966	SLOPE SPIES
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Capstar Radio Operating Company	3171018	THE MORNING BREW
Capstar Radio Operating Company	3173309	THE WILD HARE
Capstar Radio Operating Company	3556007	MYFM
Capstar Radio Operating Company	3515691	DJ SPINBAD

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
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Capstar Radio Operating Company	85108452	FREE MONEY FIST PUMP
Capstar Radio Operating Company	3809495	ALL ACCESS LOUNGE
Capstar Radio Operating Company	3784398	ZOOTOPIA
Capstar Radio Operating Company	3824183	ZVIP
Capstar Radio Operating Company	3521069	PHOOSON
Capstar Radio Operating Company	2137981	THE BREAKFAST CLUB
Capstar Radio Operating Company	2527555	WAR OF THE ROSES
Capstar Radio Operating Company	2694837	PHONE SCAMS

Licenses:

None.