

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in US Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Radio One, Inc.		03/31/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as collateral agent
<b>Street Address:</b>	One Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank: SWITZERLAND

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	3735120	ACCOUNTABILITY ONE
Registration Number:	3576628	BLACK FACES IN HIGH PLACES
Registration Number:	3566209	BLACKAMERICASTUDY.COM
Registration Number:	3477163	DIVERSITY ONE
Registration Number:	3174103	DON'T GET IT TWISTED
Registration Number:	3680761	HELLO BEAUTIFUL
Registration Number:	3548890	HIP HOP 4 HIV
Registration Number:	3163466	IMC INDY'S MUSIC CHANNEL
Registration Number:	3545482	INTERACTIVE HIP HOP & R&B
Registration Number:	3768155	INTERACTIVE ONE
Registration Number:	2463155	MARKETING ONE
Registration Number:	3473630	MYONE
Registration Number:	3604277	MYONE
Registration Number:	3551790	MYONE

OP \$665.00 3735120

Registration Number:	3584038	ONE LOVE CRUISE
Registration Number:	2876047	RADIO ONE
Registration Number:	3154448	RADIO ONE
Registration Number:	1946654	STONE SOUL PICNIC
Registration Number:	3349320	THE BOX
Registration Number:	3283698	THE DIRTY AWARDS
Registration Number:	3283697	THE DIRTY AWARDS
Registration Number:	2668830	UNITY THROUGH MUSIC
Registration Number:	2642154	WKYS
Registration Number:	3440209	WTLC
Serial Number:	77679195	BLACKFAITHLOVE.COM
Serial Number:	85224953	TEEN TAKEOVER

**CORRESPONDENCE DATA**

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128198200  
Email: fcutajar@whitecase.com  
Correspondent Name: White & Case LLP  
Address Line 1: 1155 Avenue of the Americas  
Address Line 2: Patents & Trademarks  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1104031-0585
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	04/19/2011

Total Attachments: 6  
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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Radio One, Inc., a Delaware corporation with principal offices at 5900 Princess Garden Parkway, 7th Floor, Lanham, Maryland 20706 (the "Grantor"), hereby grants to Credit Suisse AG, as Collateral Agent, with principal offices at One Madison Avenue, New York, New York, 10010 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of March 31, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks (and the goodwill of the businesses with which the Marks are associated) shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE LOCATED WITHIN THE COUNTY OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ANY SUCH PARTY AT ITS ADDRESS FOR NOTICES AS PROVIDED IN SECTION 10.1 OF THE SECURITY AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER CREDIT DOCUMENT THAT SUCH SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF (i) EACH PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR (ii) THE GRANTEE UNDER THIS AGREEMENT TO

COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE GRANTOR IN ANY OTHER JURISDICTION.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
31<sup>st</sup> day of March, 2011.

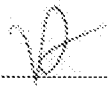
Radio One, Inc. Grantor

By: 

Name: Peter D. Thompson  
Title: Executive Vice President and Chief  
Financial Officer

CREDIT SUISSE AG,  
CAYMAN ISLANDS BRANCH,  
as Collateral Agent and Grantee,

By:   
Name: **DOREEN BARR**  
Title: **DIRECTOR**

By:   
Name: **Rahul Parmar**  
Title: **Associate**

SCHEDULE A

TRADEMARK	JURISDICTION	REG./ APPLN. NO.	REG./APPL N. DATE	OWNER
ACCOUNTABILITY ONE	United States	3735120	1/5/2010	Radio One, Inc.
BLACK FACES IN HIGH PLACES	United States	3576628	2/17/2009	Radio One, Inc.
BLACKAMERICASTUDY.COM M	United States	3566209	1/20/2009	Radio One, Inc.
BLACKFAITHLOVE.COM	United States	77/679195	2/26/2009	Radio One, Inc.
DIVERSITY ONE	United States	3477163	7/29/2008	Radio One, Inc.
DON'T GET IT TWISTED	United States	3174103	11/21/2006	Radio One, Inc.
HELLO BEAUTIFUL	United States	3680761	9/8/2009	Radio One, Inc.
HIP HOP 4 HIV	United States	3548890	12/23/2008	Radio One, Inc.
IMC INDY'S MUSIC CHANNEL & Design 	United States	3163466	10/24/2006	Radio One, Inc.
INTERACTIVE HIP HOP & R&B	United States	3545482	12/9/2008	Radio One, Inc.
INTERACTIVE ONE	United States	3768155	3/30/2010	Radio One, Inc.
MARKETING ONE	United States	2463155	6/26/2001	Radio One, Inc.
MYONE	United States	3473630	7/22/2008	Radio One, Inc.
MYONE	United States	3604277	4/7/2009	Radio One, Inc.
MYONE	United States	3551790	12/23/2008	Radio One, Inc.
ONE LOVE CRUISE	United States	3584038	3/3/2009	Radio One, Inc.
RADIO ONE	United States	2876047	8/24/2004	Radio One, Inc.
RADIO ONE	United States	3154448	10/10/2006	Radio One, Inc.
STONE SOUL PICNIC	United States	1946654	1/9/1996	Radio One, Inc.
TEEN TAKEOVER	United States	85/224953	1/24/2011	Radio One, Inc.
THE BOX	United States	3349320	12/4/2007	Radio One, Inc.
THE DIRTY AWARDS	United States	3283698	8/21/2007	Radio One, Inc.
THE DIRTY AWARDS & Design 	United States	3283697	8/21/2007	Radio One, Inc.
UNITY THROUGH MUSIC	United States	2668830	12/31/2002	Radio One, Inc.
WKYS	United States	2642154	10/29/2002	Radio One, Incorporated
WTLC	United States	3440209	6/3/2008	Radio One, Inc.