

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
Millennium Central New Jersey Asset Holdco, LLC		05/06/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Collateral Agent		
Street Address:	11175 Cicero Drive, Suite 600		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3041657	SOJO	
Registration Number:	3041656	SOJO 104.9	
Registration Number:	3034061	FROM THE BRIDGES TO THE BEACH	
Registration Number:	3006176	# 1015	
Registration Number:	3054283	SOUTH JERSEY'S OWN RADIO STATION	
Registration Number:	3053947	THE JERSEY GUYS	
CORRESPONDENCE DATA			
Fax Number:	(203)325-5001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2033255049		
Email:	tbennett@fdh.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Finn Dixon & Herling LLP		
Address Line 2:	177 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		

OP \$165.00 3041657

ATTORNEY DOCKET NUMBER:	2692.89
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	07/21/2011
Total Attachments: 8 source=01263446#page1.tif source=01263446#page2.tif source=01263446#page3.tif source=01263446#page4.tif source=01263446#page5.tif source=01263446#page6.tif source=01263446#page7.tif source=01263446#page8.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made this 6th day of May, 2011, among Millennium Radio Holdings LLC, a Delaware limited liability company ("Parent"), Millennium New Jersey Holdco, LLC, a Delaware limited liability company (the "Borrower"), the Subsidiary Guarantors party hereto (together with the Parent and the Borrower, each a "Grantor", and collectively, the "Grantors"), and General Electric Capital Corporation, in its capacity as Collateral Agent for the Secured Parties (together with its successors, "Agent"). All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Security Agreement described below.

WITNESSETH:

WHEREAS, the Borrower and certain Subsidiary Guarantors are party to that certain First Lien Security Agreement, dated as of September 6, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Original Security Agreement"), among the Grantors party thereto, Millennium Radio Group, LLC, a Delaware limited liability company and the Agent (as successor to Wilmington Trust FSB, prior successor to The Bank of New York Mellon);

WHEREAS, certain Grantors are party to that certain Trademark Security Agreement dated as of April 20, 2009 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Trademark Security Agreement") among such Grantors and the Agent (as successor to Wilmington Trust FSB);

WHEREAS, the Original Security Agreement is being amended and restated by that certain Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Agent; and

WHEREAS, the Trademark Security Agreement is being amended and restated by this Agreement.

NOW, THEREFORE, in consideration of these premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions and renewals of the foregoing and amendments thereto;

(c) all goodwill associated therewith or symbolized by any of the foregoing;

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto;

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Original Security Agreement, as amended and restated by the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

3. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting the Grantors' obligations under this Section 3, each Grantor hereby authorizes Agent to unilaterally modify this Agreement by amending Schedule I to include any such new Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.


5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

* * *

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

MILLENNIUM RADIO HOLDINGS, LLC

By: 

Name: Andrew Salter

Title: President and Assistant Secretary

MILLENNIUM NEW JERSEY HOLDCO, LLC
MILLENNIUM CENTRAL NEW JERSEY ASSET HOLDCO, LLC
MILLENNIUM CENTRAL NEW JERSEY LICENSE HOLDCO, LLC
MILLENNIUM ATLANTIC CITY ASSET HOLDCO, LLC
MILLENNIUM ATLANTIC CITY LICENSE HOLDCO, LLC
MILLENNIUM SHORE ASSET HOLDCO, LLC
MILLENNIUM SHORE LICENSE HOLDCO, LLC
MILLENNIUM ATLANTIC CITY II ASSET HOLDCO, LLC
MILLENNIUM ATLANTIC CITY II LICENSE HOLDCO, LLC
MILLENNIUM ATLANTIC CITY II HOLDCO, LLC
MILLENNIUM EGG HARBOR HOLDCO, LLC
MILLENNIUM EGG HARBOR ASSET HOLDCO, LLC
MILLENNIUM EGG HARBOR LICENSE HOLDCO, LLC

By: _____

Name: W. Wilson Dorward

Title: Authorized Person

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

{01185780; 2692-89}

TRADEMARK
REEL: 004588 FRAME: 0198


IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

MILLENNIUM RADIO HOLDINGS, LLC

By: _____
Name:
Title:

MILLENNIUM NEW JERSEY HOLDCO, LLC
MILLENNIUM CENTRAL NEW JERSEY ASSET HOLDCO, LLC
MILLENNIUM CENTRAL NEW JERSEY LICENSE HOLDCO, LLC
MILLENNIUM ATLANTIC CITY ASSET HOLDCO, LLC
MILLENNIUM ATLANTIC CITY LICENSE HOLDCO, LLC
MILLENNIUM SHORE ASSET HOLDCO, LLC
MILLENNIUM SHORE LICENSE HOLDCO, LLC
MILLENNIUM ATLANTIC CITY II ASSET HOLDCO, LLC
MILLENNIUM ATLANTIC CITY II LICENSE HOLDCO, LLC
MILLENNIUM ATLANTIC CITY II HOLDCO, LLC
MILLENNIUM EGG HARBOR HOLDCO, LLC
MILLENNIUM EGG HARBOR ASSET HOLDCO, LLC
MILLENNIUM EGG HARBOR LICENSE HOLDCO, LLC

By: 
Name: W. Wilson Dorward
Title: Authorized Person

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

{01185780; 2692-89}

TRADEMARK
REEL: 004588 FRAME: 0199

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Nimal B. Bivak
Name: Nimal B. Bivak
Title: Its Duly Authorized Signatory



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>GRANTOR</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Millennium Central New Jersey Asset Holdco, LLC	SOJO	3041657	1/10/06
Millennium Central New Jersey Asset Holdco, LLC	SOJO 104.9	3041656	1/10/06
Millennium Central New Jersey Asset Holdco, LLC	FROM THE BRIDGES TO THE BEACH	3034061	12/27/05
Millennium Central New Jersey Asset Holdco, LLC	#1015	3006176	10/11/05
Millennium Central New Jersey Asset Holdco, LLC	SOUTH JERSEY'S OWN RADIO STATION	3054283	1/31/06
Millennium Central New Jersey Asset Holdco, LLC ¹	THE JERSEY GUYS	3053947	1/31/06

¹ To be transferred from name "Millennium Radio New Jersey" on or prior to Effective Date.
Schedule I

COMMON LAW TRADEMARKS

105.7 FM THE HAWK with Logo	105.7 THE HAWK Logo 	1160 WOBN-AM Logo 	92.7 WOBN OCEAN COUNTRY'S HOMETOWN STATION Logo 	94.3 THE POINT Logo 
BIG JOE HENRY SHOW	BOSS OF THE SAUCE	DENNIS & JUDI	JERSEY LATE NIGHT	JERSEY'S FAVORITE HITS
LITE ROCK 96.9 WTPG LITE ROCK...LESS TALK Logo 	NEW JERSEY 101.5 FM RADIO	NEW JERSEY 101.5 FM RADIO Logo 	NEW JERSEY 101.5 IN SOUTH JERSEY ON 97.3FM Logo	NEW JERSEY 101.5 INSTANT WEATHER
NEW JERSEY 101.5 RADIO NEWS	NEW JERSEY FAST TRAFFIC	NEW JERSEY FIRST NEWS	NOT NEW YORK, NOT PHILADELPHIA, PROUD TO BE NEW JERSEY	ON WEEKENDS THE MUSIC COMES OUT TO PLAY
SHORE COUNTRY 1310 WADB Logo	SOJO 104.9 Logo 	UNDER THE BOARDWALK		S★ALT SHORE ALTERNATIVE.COM and Design 

Schedule I

{01185780; 10; 2692-89}

TRADEMARK
REEL: 004588 FRAME: 0202

TRADEMARK LICENSES

<u>GRANTOR/LICENSEE</u>	<u>LICENSER</u>	<u>TRADEMARKS LICENSED</u>	<u>DATE OF LICENSE AGREEMENT</u>	<u>EXPIRATION DATE OF LICENSE AGREEMENT</u>
Millennium Radio Group, LLC ²	ABC Radio Network, Inc.	ESPN 1450	1/23/03	Renews annually until terminated.
Millennium Shore Asset Holdco, LLC ³	American Radio Systems Corporation	THE POINT	6/30/97	
Millennium Atlantic City Asset Holdco, LLC	Citadel Broadcasting Company	CAT Country 107.3	6/3/01	Until terminated
		CAT Country 107.3 (with cat design)	6/3/01	Until terminated.

² To be assigned to Millennium New Jersey Holdco, LLC, to the extent possible, at or prior to Effective Date.

³ Assigned from Nassau Broadcasting Partners, L.P. on June 11, 2002.

Schedule I

{01185780; 10; 2692-89}