

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
Emmis Publishing, L.P.		12/28/2012	LIMITED PARTNERSHIP: INDIANA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	1917939	INDIANAPOLIS MONTHLY
Registration Number:	1251117	ATLANTA
Registration Number:	1251118	ATLANTA
Registration Number:	0735488	ATLANTA MAGAZINE
Registration Number:	2083254	ATLANTA MAGAZINE
Registration Number:	2211138	CINCINNATI MAGAZINE
Registration Number:	2325902	TASTE OF INDIANAPOLIS
Registration Number:	1027910	TEXAS MONTHLY
Registration Number:	2113378	BEHIND THE LINES
Registration Number:	2355473	TEXAS MONTHLY
Registration Number:	1379148	DOMAIN
Registration Number:	2009987	LOS ANGELES
Registration Number:	2053510	BEST OF LA
Registration Number:	1835407	THE BEST OF LA

**TRADEMARK**

Registration Number:	1562838	CALIFORNIA WEEKENDS
Registration Number:	2291770	STREET SMART
Registration Number:	2257898	LA MAGAZINE
Registration Number:	2182747	E EMMIS PUBLISHING
Registration Number:	2054150	L.A. STYLE
Registration Number:	2761949	TEXAS TRAVELER
Registration Number:	3413672	TOPIC A
Registration Number:	3413671	MEANWHILE, BACK AT THE RANCH
Registration Number:	3413669	STREET SMARTS
Registration Number:	3413668	MINISTER OF HEALTH
Registration Number:	3381016	THE INDIANAPOLIS MAGAZINE
Registration Number:	3263469	THE HORSE'S MOUTH
Registration Number:	3282211	LOS ANGELES
Registration Number:	3456612	BURKABLOG
Registration Number:	3419235	ATLANTA WEDDINGS
Registration Number:	3419121	TEXAS MONTHLY @ HOME
Registration Number:	3416363	FAITH BASES
Registration Number:	3370506	LONE STARS SHINING, THE 75 BEST COMPANIES TO WORK FOR IN TEXAS
Registration Number:	3134544	LOS ANGELES PREMIER PUBLICATIONS
Registration Number:	3115536	TEXAS WOMEN'S GOLF & LEISURE
Registration Number:	3115534	TEXAS WOMEN'S GOLF & LEISURE
Registration Number:	3130971	ATLANTA 101
Registration Number:	2967207	CINCINNATI WEDDING
Registration Number:	3099113	LOS ANGELES WEDDINGS
Registration Number:	3604718	THE TEXANIST
Registration Number:	3539074	THE TEXANIST
Registration Number:	3592016	TM
Registration Number:	3456628	TM
Registration Number:	3587889	TM
Registration Number:	3456627	TM
Registration Number:	3468986	TU CIUDAD
Registration Number:	2928909	CINCINNATI
Registration Number:	2834684	TEXAS MONTHLY TALKS
Registration Number:	2864807	BUZZ

Registration Number:	1678086	BUZZ
Registration Number:	2898384	THE ULTIMATE INTOWN LIVING TOUR
Registration Number:	3681764	OBJECT LESSON
Registration Number:	4228993	Q
Registration Number:	4211460	TM DAILY POST
Registration Number:	4186877	ATLANTA MAGAZINE
Registration Number:	4183428	ATLANTA
Registration Number:	4184522	THE WORKING LIFE
Registration Number:	4142787	TEXAS MONTHLY BBQ
Registration Number:	4112918	PAT'S PICK
Registration Number:	4084798	LIFE QUEST
Registration Number:	4013597	TEXAS MONTHLY
Registration Number:	4010367	TEXASMONTHLY NEWS
Registration Number:	4010363	TEXASMONTHLY BBQ FESTIVAL
Registration Number:	4010362	TEXASMONTHLY BBQ FESTIVAL
Registration Number:	3961951	TEXASMONTHLY
Registration Number:	3921323	THE MANUAL
Registration Number:	3827594	PAGE BREAK
Serial Number:	85771261	TM
Serial Number:	85770538	TEXAS MONTHLY
Serial Number:	85770523	THE NATIONAL MAGAZINE OF TEXAS
Serial Number:	85493089	TEXAS BOUND FOR GOLF
Serial Number:	85478107	TEXAS MONTHLY AUCTIONS
Serial Number:	85716736	HIDDEN L.A.
Serial Number:	85716734	HIDDEN L.A.
Serial Number:	85707912	TEXAS MONTHLY OUTDOOR GUIDE
Serial Number:	85701927	TEXAS MONTHLY BBQ FINDER

**CORRESPONDENCE DATA**

Fax Number: 3125585700

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 2800

**TRADEMARK**  
**REEL: 004944 FRAME: 0061**

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 18103-434

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 01/16/2013

**Total Attachments: 7**

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**GRANT OF SECURITY INTEREST IN  
TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 28, 2012, is made by EMMIS PUBLISHING, L.P., an Indiana limited partnership (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent for the equal and ratable benefit of the Secured Creditors (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent").

The Grantor has executed and delivered that certain Security Agreement, dated as of December 28, 2012, in favor of the Administrative Agent for the equal and ratable benefit of the Secured Creditors (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"). The Grantor has pledged and granted to the Administrative Agent a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. (a) This Agreement is made to secure the satisfactory performance and payment of all of (i) the Secured Obligations, (ii) the obligations and liabilities of the Parent under the Parent Guaranty and (iii) the obligations and liabilities of the Subsidiary Guarantors under the Subsidiary Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations which have not been asserted), the Administrative Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) The Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Creditors, a lien in and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks") excluding any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

3. Purpose. This Agreement has been executed and delivered by the Grantor 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 Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

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

6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

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.

Emmis Publishing, L.P.

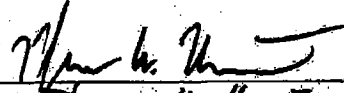
By: 

Name: J. Scott Enright

Title: Executive Vice President,  
General Counsel and Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Thomas W. Harrison  
Title: Senior Vice President / Authorized  
Officer

[Signature Page to Grant of Security Interest in Trademark Rights]



**SCHEDULE A**

**U.S. AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Indianapolis Monthly (words only)	9/12/95	1,917,939
Atlanta (words only)	9/13/83	1,251,117
Atlanta (stylized letters)	9/13/83	1,251,118
Atlanta Magazine (words only)	7/31/62	735,488
Atlanta Magazine (words only)	7/29/97	2,083,254
Cincinnati Magazine	12/15/98	2,211,138
Taste of Indianapolis	3/7/00	2,325,902
Texas Monthly	12/23/75	1,027,910
Behind the Lines	11/18/97	2,113,378
Texas Monthly	6/6/00	2,355,473
Domain	1/21/86	1,379,148
Los Angeles	10/22/96	2,009,987
Best of LA	4/15/97	2,053,510
The Best of LA	5/10/94	1,835,407
California Weekends	10/24/89	1,562,838
Street Smart	11/9/99	2,291,770
LA Magazine	6/29/99	2,257,898
E Emins Publishing and design	8/18/98	2,182,747
L.A. Style	4/22/97	2,054,150
Texas Traveler	9/9/03	2,761,949
Topic A	4/15/08	3,413,672
Meanwhile, Back at the Ranch	4/15/08	3,413,671
Street Smarts	4/15/08	3,413,669
Minister of Health	4/15/08	3,413,668
The Indianapolis Magazine	2/12/08	3,381,016
The Horses' Mouth	7/10/07	3,263,469
Los Angeles (Stylized)	8/21/07	3,282,211

Mark	Registration Date	Registration Number
Burkablog	7/1/08	3,456,612
Atlanta Weddings	4/29/08	3,419,235
Texas Monthly @ Home	4/29/08	3,419,121
Faith Bases	4/22/08	3,416,363
Lone Stars Shining, the 75 Best Companies to Work for in Texas	1/15/08	3,370,506
Los Angeles Premier Publications	8/22/06	3,134,544
Texas Women's Golf & Leisure	7/11/06	3,115,536
Texas Women's Golf & Leisure	7/11/06	3,115,534
Atlanta 101	8/15/06	3,130,971
Cincinnati Wedding	7/12/05	2,967,207
Los Angeles Weddings	5/30/06	3,099,113
The Texanist	4/7/09	3,604,718
The Texanist	11/25/08	3,539,074
TM (design)	3/17/09	3,592,016
TM (design)	7/1/08	3,456,628
TM	3/10/09	3,587,889
TM	7/1/08	3,456,627
Tu Ciudad	7/15/08	3,468,986
Cincinnati	3/1/05	2,928,909
Texas Monthly Talks	4/20/04	2,834,684
Buzz	7/20/04	2,864,807
Buzz	3/3/92	1,678,086
The Ultimate Intown Living Tour	10/26/04	2,898,384
Object Lesson	8/8/09	3,681,764
Q (stylized)	10/23/12	4,228,993
TM Daily Post	8/18/12	4,211,460
Atlanta Magazine	8/7/12	4,186,877
Atlanta	7/31/12	4,183,428

Mark	Registration Date	Registration Number
The Working Life	7/31/12	4,184,522
Texas Monthly BBQ	5/15/12	4,142,787
Pat's Pick	3/13/12	4,112,918
Life Quest	1/10/12	4,084,798
Texas Monthly	8/16/11	4,013,597
TexasMonthly News	8/9/11	4,010,367
TexasMonthly BBQ Festival	8/9/11	4,010,363
TexasMonthly BBQ Festival (design)	8/9/11	4,010,362
TexasMonthly	5/17/11	3,961,951
The Manual	2/15/11	3,921,323
Page Break	8/31/10	3,827,594

Pending Trademark Applications

Mark	Filing Date	Serial Number
TM (design)	11/5/12	85/771,261
Texas Monthly	11/2/12	85/770,538
The National Magazine of Texas	11/2/12	85/770,523
Texas Bound for Golf	12/12/11	85/493,089
Texas Monthly Auctions	11/21/11	85/478,107
Hidden L.A.	8/30/12	85/716,736
Hidden L.A.	8/30/12	85/716,734
Texas Monthly Outdoor Guide	8/20/12	85/707,912
Texas Monthly BBQ Finder	8/13/12	85/701,927