

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320171

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMFM Broadcasting, Inc.		09/10/2014	CORPORATION: DELAWARE
AMFM Operating Inc.		09/10/2014	CORPORATION: DELAWARE
Premiere Radio Networks, Inc.		09/10/2014	CORPORATION: DELAWARE
Capstar Radio Operating Company		09/10/2014	CORPORATION: DELAWARE
Christal Radio Sales, Inc.		09/10/2014	CORPORATION: DELAWARE
Katz Communications, Inc.		09/10/2014	CORPORATION: DELAWARE
Katz Millennium Sales & Marketing Inc.		09/10/2014	CORPORATION: DELAWARE
AMFM Texas Broadcasting, LP		09/10/2014	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as collateral agent
Street Address:	60 Wall St., 16th Floor, MSNYC 60-1630
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 132

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:	1840921	WGCI
Registration Number:	1908839	THE FOX
Registration Number:	2145746	ALICE
Registration Number:	2180486	Z100
Registration Number:	2671799	WNUA
Registration Number:	2705352	THE VELVET ROOM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2766266	LOVE AFFAIR
Registration Number:	2260886	LISTENER LUNCH
Registration Number:	3751784	IN CONTROL
Registration Number:	1938924	KDWB
Registration Number:	4073451	MEGAFEST
Registration Number:	2467209	KOOL
Registration Number:	2482249	VALENTINE IN THE MORNING
Registration Number:	3795219	TODOS LOS EXITOS
Registration Number:	1397971	WALK
Registration Number:	1852636	TURN YOUR KNOB TO BOB
Registration Number:	1965305	KDWB 101.3
Registration Number:	2403481	THE PEOPLE'S STATION
Registration Number:	2169192	THE BEAT OF NEW YORK
Registration Number:	2824556	SOUTHERN CALIFORNIA'S SOFT ROCK WITH LES
Registration Number:	2554598	KBKS
Registration Number:	2659776	MEGA 100
Registration Number:	2260224	KTU
Registration Number:	2562841	KOOL
Registration Number:	1506410	KGGI
Registration Number:	2515911	PHONE SCAM
Registration Number:	1370576	WLTW
Registration Number:	1405285	KFI
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
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:	2614785	MEET MARKET
Registration Number:	2904879	NEW HAMPSHIRE'S ROCK
Registration Number:	2936334	SUNDAY IN THE SOUTH
Registration Number:	3556007	MYFM
Registration Number:	3960151	FREE MONEY FIST PUMP
Registration Number:	3809495	ALL ACCESS LOUNGE
Registration Number:	3784398	ZOOTOPIA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3824183	ZVIP
Registration Number:	2137981	THE BREAKFAST CLUB
Registration Number:	2527555	WAR OF THE ROSES
Registration Number:	2694837	PHONE SCAMS
Registration Number:	4142016	EVA 95.5
Registration Number:	2398001	WOR
Registration Number:	2689617	MEGA
Serial Number:	86308128	ALT 98.7
Serial Number:	86066621	THE BREAKFAST CLUB
Registration Number:	3171018	THE MORNING BREW
Registration Number:	4534484	WEEKENDS WITH THE BREAKFAST CLUB
Registration Number:	1782888	CHRISTAL RADIO
Registration Number:	1781383	COMTRAC
Registration Number:	1786989	KATZ
Registration Number:	1786990	K
Registration Number:	1788400	KATZ RADIO
Registration Number:	1788401	KATZ TELEVISION
Registration Number:	1801030	KATZ COMMUNICATIONS
Registration Number:	1818142	EASTMAN RADIO
Registration Number:	2727041	E
Registration Number:	2736383	EAGLE TELEVISION SALES
Registration Number:	2736384	CONTINENTAL TELEVISION SALES
Registration Number:	3825925	KATZ HISPANIC MEDIA
Registration Number:	3697336	C
Registration Number:	4430741	THE KATZ FACTOR
Registration Number:	4170985	K
Registration Number:	4453219	KATZ TV MARKETING
Registration Number:	4353174	UNIDOS DIGITAL NETWORK
Registration Number:	4483287	KATZ MEDIA GROUP
Serial Number:	86027133	E
Serial Number:	86021276	KATZ RADIO GROUP
Serial Number:	86021270	KRG PARTNERSHIPS
Serial Number:	86027128	KRG
Serial Number:	86027131	K
Registration Number:	4498186	TRUSTED. LOCAL. ADVERTISING.
Registration Number:	4498184	PROXI DIGITAL
Registration Number:	4498185	PROXI DIGITAL
Serial Number:	86027134	C
Registration Number:	2734464	M

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2736374	MILLENNIUM SALES AND MARKETING
Registration Number:	2167934	EXTREME CUTS
Registration Number:	2175375	GO TAKE ON THE DAY
Registration Number:	2278976	AMERICAN TOP 40
Registration Number:	2345302	I AM MY KID'S MOM
Registration Number:	3794357	MORE UNIQUE AUDIO
Registration Number:	3806882	DID YOU HEAR?
Registration Number:	3870571	SIXX SENSE
Registration Number:	3870569	SIXX SENSE
Registration Number:	2531099	MEDIABASE 24-7
Registration Number:	2535200	MEDIABASE
Registration Number:	3005851	DITTOHEAD
Registration Number:	3021885	AMERICAN TOP 10
Registration Number:	3063367	AT40
Registration Number:	3070825	TRUE COUNTRY
Registration Number:	3088658	DITTOCAM
Registration Number:	3124562	MEGA DITTOS
Registration Number:	3132244	AMERICA'S ANCHORMAN
Registration Number:	3258345	PREMIERE PLUG & PLAY IMAGING
Registration Number:	3292811	LONG DISTANCE DEDICATION
Registration Number:	3310625	COAST TO COAST AM
Registration Number:	3443828	MUSIC STACKER
Registration Number:	3495286	FIREPOWER
Registration Number:	3486552	MONDAY MORNING REPLAY
Registration Number:	4059232	PREMIERE NETWORKS
Registration Number:	4117463	DIRECT FROM HOLLYWOOD
Registration Number:	4140381	ELECTRIC SOUND STAGE
Registration Number:	4102411	AMERICAN TOP 20
Registration Number:	4083535	DITTOHEAD NATION
Registration Number:	4338185	CLASSIC HITS TODAY
Registration Number:	4338183	CAR POOL COMEDY
Registration Number:	4338184	CAR POOL COMEDY
Registration Number:	4338186	CLASSIC HITS TODAY
Registration Number:	2976043	LA PRECIOSA
Serial Number:	86273033	QUALITY FIRST
Serial Number:	86302649	EIB
Registration Number:	3607858	THE PINK CHANNEL
Registration Number:	3396257	STYLE STAGE NYC
Registration Number:	3515691	DJ SPINBAD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3521069	PHOOSON
Registration Number:	2912211	THE RUSH LIMBAUGH SHOW
Registration Number:	2873815	THE RUSH LIMBAUGH SHOW - RUSH 24/7
Registration Number:	2315276	THE LIMBAUGH INSTITUTE FOR ADVANCED CONS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine St

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys TR/
DATE SIGNED:	10/15/2014

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of September 10, 2014, 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 September 10, 2014 (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 September 10, 2014 (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, U.S. Bank National Association, 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 2022 (the “**Notes**”). Unless the context requires otherwise, for all purposes of this Agreement, references to “Note” or “Notes” include any Additional Notes that are actually issued. 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 as a condition to the issuance of 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 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 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.

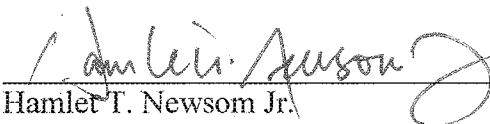
Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that 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.

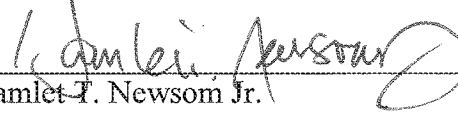
[Signature pages follow.]

AMFM BROADCASTING, INC.
AMFM BROADCASTING LICENSES, LLC
AMFM OPERATING INC
AMFM RADIO LICENSES, LLC
AMFM TEXAS, LLC
AMFM TEXAS LICENSES, LLC
CAPSTAR RADIO OPERATING COMPANY
CAPSTAR TX, LLC

By: 
Name: Hamlet T. Newsom Jr.
Title: Vice President, Associate General Counsel and Assistant Secretary

AMFM TEXAS BROADCASTING, LP

By: AMFM BROADCASTING, INC.
Its: General Partner

By: 
Name: Hamlet T. Newsom Jr.
Title: Vice President, Associate General Counsel and Assistant Secretary

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(PRINCIPAL PROPERTIES SECURITY AGREEMENT)

TRADEMARK
REEL: 005381 FRAME: 0670

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

By: Deutsche Bank National Trust Company

BY:

Wanda Camacho

NAME:

Wanda Camacho

TITLE:

Vice President

BY:

Jacqueline Bartnick

NAME:

Jacqueline Bartnick

TITLE:

Director

SIGNATURE PAGE TO

TRADEMARK SECURITY AGREEMENT
(PRINCIPAL PROPERTIES SECURITY AGREEMENT)

TRADEMARK
REEL: 005381 FRAME: 0671


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.	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	LOVE AFFAIR
AMFM Broadcasting, Inc.	2260886	LISTENER LUNCH


SCHEDULE I

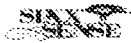
OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
AMFM Broadcasting, Inc,	3751784	IN CONTROL
AMFM Broadcasting, Inc.	1938924	KDWB
AMFM Broadcasting, Inc.	4073451	MEGAFEST
AMFM Broadcasting, Inc.	2467209	KOOL
AMFM Broadcasting, Inc.	2482249	VALENTINE IN THE MORNING
AMFM Broadcasting, Inc.	3795219	TODOS LOS EXITOS
AMFM Operating Inc.	1397971	WALK
AMFM Operating Inc.	1852636	TURN YOUR KNOB TO BOB
AMFM Operating Inc.	1965305	KDWB 101.3
AMFM Operating Inc.	2403481	THE PEOPLE'S STATION
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Capstar Radio Operating Company	1370576	WLTW
Capstar Radio Operating Company	1405285	KFI
Capstar Radio Operating Company	1846994	MORE STIMULATING TALK RADIO
Capstar Radio Operating Company	2030249	THE BATTLE OF THE SEXES
Capstar Radio Operating Company	2090974	DJ SPIN
Capstar Radio Operating Company	2178011	SUNDAY IN THE SOUTH
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Capstar Radio Operating Company	2531177	JINGLE BALL
Capstar Radio Operating Company	2570123	Q104.3
Capstar Radio Operating Company	2614785	MEET MARKET
Capstar Radio Operating Company	2904879	NEW HAMPSHIRE'S ROCK
Capstar Radio Operating Company	2936334	Sunday in the South

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
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Capstar Radio Operating Company	3960151	FREE MONEY FIST PUMP
Capstar Radio Operating Company	3809495	ALL ACCESS LOUNGE
Capstar Radio Operating Company	3784398	ZOOTOPIA
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Capstar Radio Operating Company	2694837	PHONE SCAMS
Capstar Radio Operating Company	4142016	EVA 95.5
Capstar Radio Operating Company	2398001	WOR
Capstar Radio Operating Company	2689617	MEGA
Capstar Radio Operating Company	86/308128	ALT 98.7 & DESIGN
Capstar Radio Operating Company	86/066621	THE BREAKFAST CLUB
Capstar Radio Operating Company	3171018	THE MORNING BREW
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Katz Communications, Inc.	86/027133	
Katz Communications, Inc.	86/021276	KATZ RADIO GROUP
Katz Communications, Inc.	86/021270	KRG PARTNERSHIPS
Katz Communications, Inc.	86/027128	
Katz Communications, Inc.	86/027131	
Katz Communications, Inc.	4498186	TRUSTED. LOCAL. ADVERTISING.
Katz Communications, Inc.	4498184	PROXI DIGITAL
Katz Communications, Inc.	4498185	
Katz Communications, Inc.	86/027134	
Katz Millennium Sales & Marketing Inc.	2734464	
Katz Millennium Sales & Marketing Inc.	2736374	MILLENNIUM SALES AND MARKETING
Premiere Radio Networks, Inc.	2167934	EXTREME CUTS
Premiere Radio Networks, Inc.	2175375	GO TAKE ON THE DAY

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
Premiere Radio Networks, Inc.	2278976	AMERICAN TOP 40
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Premiere Radio Networks, Inc.	3794357	MORE UNIQUE AUDIO
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Premiere Radio Networks, Inc.	3005851	DITTOHEAD
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Premiere Radio Networks, Inc.	4083535	DITTOHEAD NATION
Premiere Radio Networks, Inc.	4338185	
Premiere Radio Networks, Inc.	4338183	
Premiere Radio Networks, Inc.	4338184	CAR POOL COMEDY
Premiere Radio Networks, Inc.	4338186	CLASSIC HITS TODAY

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK
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Premiere Radio Networks, Inc.	86/302649	EIB
Premiere Radio Networks, Inc.	3607858	THE PINK CHANNEL
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Capstar Radio Operating Company	3521069	PHOOSON
Premiere Radio Networks, Inc.	2912211	THE RUSH LIMBAUGH SHOW
Premiere Radio Networks, Inc.	2873815	THE RUSH LIMBAUGH SHOW – RUSH 24/7
Premiere Radio Networks, Inc.	2315276	THE LIMBAUGH INSTITUTE FOR ADVANCED CONSERVATIVE STUDIES