

**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
Premiere Radio Networks, Inc.		07/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Citibank, N.A. as Administrative Agent
Street Address:	2 Penns Way
Internal Address:	Suite 100
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	National Association:

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2486669	RATETHEMUSIC.COM
Registration Number:	2347130	PREMIERE RADIO NETWORKS
Registration Number:	2345302	I AM MY KID'S MOM
Registration Number:	2278976	AMERICAN TOP 40
Registration Number:	2226483	MEDIA BASE
Registration Number:	2175375	GO TAKE ON THE DAY
Registration Number:	2167934	EXTREME CUTS
Registration Number:	2029382	NATIONWIDE RADIO NETWORK
Registration Number:	1723455	SONGTRACK
Registration Number:	1624145	HOT MIX
Serial Number:	78962988	MONDAY MORNING REPLAY
Serial Number:	77361529	FIREPOWER
Registration Number:	3443828	MUSIC STACKER

CH \$815.00 2486669

Registration Number:	3310625	COAST TO COAST AM
Registration Number:	3292811	LONG DISTANCE DEDICATION
Registration Number:	3258345	PREMIERE PLUG & PLAY IMAGING
Registration Number:	3216536	BACKSTAGE BASH
Registration Number:	3180153	RATETHEMUSIC
Registration Number:	3132244	AMERICA'S ANCHORMAN
Registration Number:	3124562	MEGA DITTOS
Registration Number:	3088658	DITTOCAM
Registration Number:	3070825	TRUE COUNTRY
Registration Number:	3063367	AT40
Registration Number:	3021885	AMERICAN TOP 10
Registration Number:	3005851	DITTOHEAD
Registration Number:	2817474	AMERICAN TOP 20
Registration Number:	2808844	AMERICA'S TOP HITS
Registration Number:	2741201	E-MAIL DIRECTOR
Registration Number:	2540594	HUBBA DA HULA
Registration Number:	2535200	MEDIABASE
Registration Number:	2531099	MEDIABASE 24-7
Registration Number:	2525664	KIDZ MOM PRODUCTIONS

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	673185
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	08/04/2008

Total Attachments: 8  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Premiere Radio Networks, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware corporation
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 07/30/2008

2. Name and address of receiving party(ies)

Name: Citibank, N.A., as

Internal Address: Administrative Agent

Street Address: 2 Penns Way, Suite 100

City: New Castle State: DE Zip: 19720

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

James P. Murphy  
Name of Person Signing

James P. Murphy  
Signature

August 1, 2008  
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of July 30, 2008, between the Grantor identified on the signature page hereto, and Citibank, N.A., as Administrative Agent for the Secured Parties.

Reference is made to the Non-Principal Properties (All Assets) Security Agreement dated as of July 30, 2008 (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 "**Company**"), and the Administrative Agent. The Secured Parties' agreements in respect of extensions of credit to the Company are set forth in the Credit Agreement dated as of May 13, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among BT TRIPLE CROWN MERGER CO., INC., to be merged with and into the Company, the subsidiary borrowers thereunder (collectively with the Company, the "**Borrowers**"), Clear Channel Capital I, LLC, a Delaware limited liability company, each lender from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**"), Citibank, N.A., as Administrative Agent, and the other agents named therein. The Grantor party hereto is an affiliate of the Borrowers and will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 Article I of the Credit Agreement 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 Administrative 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 Administrative 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 Administrative 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.

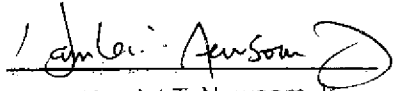
Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms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

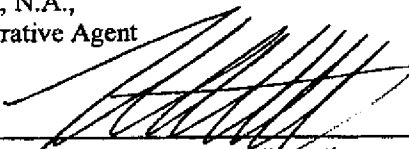
[Signature pages follow.]

PREMIERE RADIO NETWORKS, INC.

By:   
Name: Hamlet T. Newsom Jr.  
Title: Assistant Secretary

CITIBANK, N.A.,  
as Administrative Agent

By:



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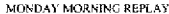
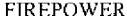
Name: Timothy P. Dilworth  
Title: Vice President



**Schedule I**  
**Trademark Registrations and Use Applications**

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number/ Serial Number</b>
MUSIC STACKER  MUSIC STACKER	Premiere Radio Networks, Inc.	3,443,828
COAST TO COAST AM  COAST TO COAST AM	Premiere Radio Networks, Inc.	3,310,625
LONG DISTANCE DEDICATION	Premiere Radio Networks, Inc.	3,292,811
PREMIERE PLUG & PLAY IMAGING  PREMIERE PLUG & PLAY IMAGING	Premiere Radio Networks, Inc.	3,258,345
BACKSTAGE BASH  BACKSTAGE BASH	Premiere Radio Networks, Inc.	3,216,536
RATETHEMUSIC  RATETHEMUSIC	Premiere Radio Networks, Inc.	3,180,153
AMERICA'S ANCHORMAN  AMERICA'S ANCHORMAN	Premiere Radio Networks, Inc.	3,132,244
MEGA DITTOS  MEGA DITTOS	Premiere Radio Networks, Inc.	3,124,562

Trademark	Owner	Registration Number/ Serial Number
DITTOCAM  DITTOCAM	Premiere Radio Networks, Inc.	3,088,658
TRUE COUNTRY  TRUE COUNTRY	Premiere Radio Networks, Inc.	3,070,825
AT40  AT40	Premiere Radio Networks, Inc.	3,063,367
AMERICAN TOP 10  AMERICAN TOP 10	Premiere Radio Networks, Inc.	3,021,885
DITTOHEAD  DITTOHEAD	Premiere Radio Networks, Inc.	3,005,851
AMERICAN TOP 20	Premiere Radio Networks, Inc.	2,817,474
AMERICA'S TOP HITS	Premiere Radio Networks, Inc.	2,808,844
E-MAIL DIRECTOR  <i>E-Mail Director</i>	Premiere Radio Networks, Inc.	2,741,201
HUBBA DA HULA	Premiere Radio Networks, Inc.	2,540,594
MEDIABASE	Premiere Radio Networks, Inc.	2,535,200
MEDIABASE 24-7	Premiere Radio Networks, Inc.	2,531,099
KIDZ MOM PRODUCTIONS	Premiere Radio Networks, Inc.	2,525,664

Trademark	Owner	Registration Number/ Serial Number
RATETHEMUSIC.COM 	Premiere Radio Networks, Inc.	2,486,669
PREMIERE RADIO NETWORKS	Premiere Radio Networks, Inc.	2,347,130
I AM MY KID'S MOM	Premiere Radio Networks, Inc.	2,345,302
AMERICAN TOP 40	Premiere Radio Networks, Inc.	2,278,976
MEDIA BASE 	Premiere Radio Networks, Inc.	2,226,483
GO TAKE ON THE DAY	Premiere Radio Networks, Inc.	2,175,375
EXTREME CUTS	Premiere Radio Networks, Inc.	2,167,934
NATIONWIDE RADIO NETWORK	Premiere Radio Networks, Inc.	2,029,382
SONGTRACK	Premiere Radio Networks, Inc.	1,723,455
HOT MIX	Premiere Radio Networks, Inc.	1,624,145
MONDAY MORNING REPLAY 	Premiere Radio Networks, Inc.	78/962,988
FIREPOWER 	Premiere Radio Networks, Inc.	77/361,529