

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
Community Connect Inc.		11/24/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo, N.A. (as successor by merger with Wachovia Bank, National Association), as administrative agent		
Street Address:	301 S. College Street NC5562		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288		
Entity Type:	National Association: United States: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	77122685	A ASIAN AVE	
Serial Number:	77159848	A ASIANAVE.COM	
Serial Number:	77286703	A ASIANAVE.COM	
Serial Number:	77061283	ASIANAVE.COM	
Serial Number:	75884943	B	
Serial Number:	77114697	B	
Serial Number:	77114677	BLACKPLANET.COM	
Serial Number:	75884942	BLACKPLANET.COM	
Serial Number:	78965833	C COMMUNITY CONNECT	
Serial Number:	78950577	COMMUNITY CONNECT	
Serial Number:	77149101	FAITHBASE	
Serial Number:	77146203	FAITHBASE.COM	
Serial Number:	77159819	FAITHBASE.COM	
Serial Number:	77092265	GLEE GAY. LESBIAN. & EVERYONE ELSE.	

CH \$565.00 77122685

Serial Number:	78960787	GLEE.COM
Serial Number:	78250764	MG MIGENTE.COM
Serial Number:	77114619	MG MIGENTE.COM
Serial Number:	77114482	MIGENTE.COM
Serial Number:	75884945	THE WORLD IS YOURS
Serial Number:	77109282	YOUR.ONLINE.SOCIAL.ALTERNATIVE.
Serial Number:	78250618	MG
Serial Number:	78250617	MIGENTE.COM

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	049089-0061
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	12/01/2010

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 24, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by the signatories hereto (collectively, the "Pledgors") in favor of Wells Fargo, N.A. (as successor by merger with Wachovia Bank, National Association), as administrative agent, (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

RECITALS:

A. Radio One, Inc., a Delaware corporation (the "Borrower"), has entered into a Credit Agreement, dated as of June 13, 2005, as amended and restated as of November 24, 2010 (as the same may be further amended, restated, supplemented or modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto, and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

B. The Borrower and its Restricted Subsidiaries are party to that certain Guarantee and Collateral Agreement, dated as of June 13, 2005 (as the same has been and may be further amended, restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties.

C. Under the terms of the Guarantee and Collateral Agreement, each Pledgor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Pledgors to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

Section 1. Collateral Grant of Security. Each Pledgor hereby pledges, grants and collaterally assigns to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of such Pledgor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Pledgor's Obligations:

(a) (i) all United States trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto

(including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all United States patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto (collectively, the “Patents”);

(c) (i) all United States copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto (collectively, the “Copyrights”);

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto (collectively, the “Trade Secrets”);

(e) (i) all written agreements providing for the grant by or to any Pledgor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright

including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright and (ii) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom; and

(f) any and all proceeds of the foregoing.

Section 2. Excluded Assets. Notwithstanding anything to the foregoing contained herein, none of the Excluded Assets shall constitute Intellectual Property Collateral and nothing in Section 1 shall constitute the pledge, grant or collateral assignment of a security interest of, and Pledgors do not hereby pledge, grant or collateral assign of, any right, title or interest in or to any Excluded Assets.

Section 3. Recordation. This Intellectual Property Security Agreement has been executed and delivered by each Pledgor for the purpose of recording the grant of security interest herein with the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer. Each Pledgor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Section 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), 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.

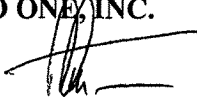
Section 5. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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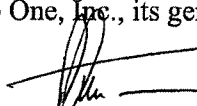
In witness whereof, each Pledgor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

RADIO ONE, INC.

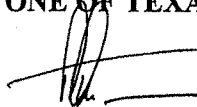
By: 
Name: Peter D. Thompson
Title: Executive Vice President and Chief
Financial Officer

RADIO ONE OF INDIANA, L.P.

By Radio One, Inc., its general partner

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

**BELL BROADCASTING COMPANY
BLUE CHIP BROADCASTING, LTD.
CHARLOTTE BROADCASTING, LLC
COMMUNITY CONNECT INC.
HAWES-SAUNDERS BROADCAST
PROPERTIES, INC.
RADIO ONE OF BOSTON, INC.
RADIO ONE OF TEXAS II, LLC**

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

ACKNOWLEDGMENT OF GRANTOR

STATE OF MARYLAND

COUNTY OF Prince Georges ss.

On this 24th day of November, 2010 before me personally appeared Peter D. Thompson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bell Broadcasting Company executing the foregoing documents, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Sonya M. Hall-Harris
Notary Public

{seal}



Sonya M. Hall-Harris
NOTARY PUBLIC
Prince George's County
State of Maryland
My Commission Expires
September 2, 2013





TRADEMARK

REEL: 004423 FRAME: 0202




Schedule I
Intellectual Property
Trademark Registrations and Applications for Registration of Trademarks

Trademark	Jurisdiction	Application No.	Filing Date	Reg. No.	Reg. Date	Owner
CAN'T BEAT	State of Indiana			2010-0366	7/27/2010	Radio One of Indiana, L.P.
105.9 JAMZ	State of Michigan			M02862	9/8/1998	Bell Broadcasting Company
105.9 KISS-FM	State of Michigan			M09396	1/28/2009	Bell Broadcasting Company
A ASIAN AVE & Design @asianave	United States	77/122685	3/5/2007	3441762	6/3/2008	Community Connect Inc.
A ASIANAVE.COM & Design @asianave.com	United States	77/159848	4/18/2007	3446174	6/10/2008	Community Connect Inc.
A ASIANAVE.COM & Design @asianave.com	United States	77/286703	9/24/2007	3577319	2/17/2009	Community Connect Inc.
ACCOUNTABILITY ONE	United States	77/630658	12/10/2008	3735120	1/5/2010	Radio One, Inc.
ALL THE HITS	State of Indiana			2008-0016	1/4/2008	Radio One of Indiana, L.P.
ALL THE HITS	State of Indiana			2008-0017	1/4/2008	Radio One of Indiana, L.P.
ASIANAVE.COM	United States	77/061283	12/11/2006	3587670	3/10/2009	Community Connect Inc.
ASIANAVENUE.COM	European Union	4986063	3/30/2006	4986063	8/30/2007	Community Connect Inc.


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Trademark	Jurisdiction	Application No.	Filing Date	Reg. No.	Reg. Date	Owner
B & Design 	United States	75/884943	12/30/1999	2533436	1/29/2002	Community Connect Inc.
B & Design 	United States	77/114697	2/23/2007	3306363	10/9/2007	Community Connect Inc.
BACK IN THE DAY BUFFET	State of Indiana			2008-0013	1/4/2008	Radio One of Indiana, L.P.
BACK IN THE DAY BUFFET	State of Indiana			2008-0012	1/4/2008	Radio One of Indiana, L.P.
BLACK FACES IN HIGH PLACES	United States	76/678613	6/22/2007	3576628	2/17/2009	Radio One, Inc.
BLACKAMERICASTUDY.COM	United States	77/530168	7/24/2008	3566209	1/20/2009	Radio One, Inc.
BLACKPLANET.COM	Canada	1413030	10/2/2008	TMA743708	7/17/2009	Community Connect Inc.
BLACKPLANET.COM	European Union	4986006	3/30/2006	4986006	8/30/2007	Community Connect Inc.
BLACKPLANET.COM	United States	77/114677	2/23/2007	3297127	9/25/2007	Community Connect Inc.
BLACKPLANET.COM	United States	75/884942	12/30/1999	2539092	2/19/2002	Community Connect Inc.
C COMMUNITY CONNECT & Design  Community Connect	European Union	5321872	9/1/2006	5321872	10/18/2007	Community Connect Inc.
C COMMUNITY CONNECT & Design  Community Connect	United States	78/965833	9/1/2006	3550308	12/23/2008	Community Connect Inc.

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Trademark	Jurisdiction	Application No.	Filing Date	Reg. No.	Reg. Date	Owner
CELEBRITY BASKETBALL CHALLENGE AND CONCERT	State of Massachusetts			60121	4/23/2001	Radio One - Boston, Inc.
COMMUNITY CONNECT	European Union	5291257	8/14/2006	5291257	11/27/2008	Community Connect Inc.
COMMUNITY CONNECT	United States	78/950577	8/11/2006	3546964	12/16/2008	Community Connect Inc.
DIVERSITY ONE	United States	76/678384	6/18/2007	3477163	7/29/2008	Radio One, Inc.
DON'T GET IT TWISTED	United States	78/790943	1/13/2006	3174103	11/21/2006	Radio One, Inc.
FAITHBASE & Design 	United States	77/149101	4/5/2007	3419509	4/29/2008	Community Connect Inc.
FAITHBASE.COM	United States	77/146203	4/2/2007	3583889	3/3/2009	Community Connect Inc.
FAITHBASE.COM & Design 	United States	77/159819	4/18/2007	3581116	2/24/2009	Community Connect Inc.
FLY CITY MUSIC FESTIVAL	State of Ohio			SM67944	1/11/1993	Hawes-Saunders Broadcast Properties, Inc.
FURIOUS FOUR PLUS ONE MORE	State of Indiana			2008-0014	1/4/2008	Radio One of Indiana, L.P.
FURIOUS FOUR PLUS ONE MORE	State of Indiana			2008-0015	1/4/2008	Radio One of Indiana, L.P.
GLEE GAY, LESBIAN, & EVERYONE ELSE. & Design 	United States	77/092265	1/26/2007	3445985	6/10/2008	Community Connect Inc.

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Trademark	Jurisdiction	Application No.	Filing Date	Reg. No.	Reg. Date	Owner
GLEE.COM	United States	78/960787	8/25/2006	3589197	3/10/2009	Community Connect Inc.
HELLO BEAUTIFUL	United States	77/415350	3/6/2008	3680761	9/8/2009	Radio One, Inc.
HIP HOP 4 HIV	United States	77/220891	7/2/2007	3548890	12/23/2008	Radio One, Inc.
HOT 102.7	State of Michigan			M09397	1/28/2009	Bell Broadcasting Company
INFO TO GO	State of Indiana			2008-0008	1/4/2008	Radio One of Indiana, L.P.
INFO TO GO	State of Indiana			2008-0009	1/4/2008	Radio One of Indiana, L.P.
INSIDE DETROIT. WCHB-AM 1200	State of Michigan			M03218	3/2/1999	Radio One, Inc. ¹
INTERACTIVE HIP HOP & R&B	United States	77/155469	4/12/2007	3545482	12/9/2008	Radio One, Inc.
INTERACTIVE ONE	United States	77/425282	3/18/2008	3768155	3/30/2010	Radio One, Inc.
KISS COUNTRY	State of Ohio			1640993	8/9/2006	Blue Chip Broadcasting, Ltd.
LITTLE BLACK DRESS PARTY	State of Indiana			2009-0591	9/8/2009	Radio One of Indiana, L.P.
MEETING IN THE LADIES ROOM	State of Texas			801167122	1/12/2010	Radio One of Texas II, Inc.
MG & Design 	United States	78/250618	5/15/2003	3048516	1/24/2006	Community Connect, Inc.



¹ Trademark registration is listed as being owned by Bell Broadcasting Company on the Michigan Department of Labor and Economic Growth Trademark Records.

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Trademark	Jurisdiction	Application No.	Filing Date	Reg. No.	Reg. Date	Owner
MG MIGENTE.COM & Design 	United States	78/250764	5/16/2003	2895458	10/19/2004	Community Connect Inc.
MG MIGENTE.COM & Design 	United States	77/114619	2/23/2007	3297126	9/25/2007	Community Connect Inc.
MIGENTE.COM	European Union	4986031	3/30/2006	4986031	9/6/2007	Community Connect Inc.
MIGENTE.COM	United States	78/250617	5/15/2003	2895456	10/19/2004	Community Connect, Inc.
MIGENTE.COM	United States	77/114482	2/23/2007	3297125	9/25/2007	Community Connect Inc.
MO FO MORNING SHOW	State of Minnesota			30484	11/1/2000	Blue Chip Broadcasting Inc. ²
MORNING MESS	State of Indiana			2005-0268	5/5/2005	Radio One of Indiana, L.P.
ONE LOVE CRUISE	United States	77/231387	7/17/2007	3584038	3/3/2009	Radio One, Inc.
POWER 107	State of Ohio			1726474	9/12/2007	Blue Chip Broadcasting Ltd.
POWER 107	State of Ohio			1728226	9/20/2007	Blue Chip Broadcasting Ltd.
POWER 107	State of Ohio			1728227	9/20/2007	Blue Chip Broadcasting Ltd.
RADIO NOW	State of Indiana			2000-0150	4/7/2000	Radio One of Indiana, L.P.

² Expired as of November 1, 2010.

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Trademark	Jurisdiction	Application No.	Filing Date	Reg. No.	Reg. Date	Owner
RADIO ONE BOSTON CELEBRITY BASKETBALL CHALLENGE	State of Massachusetts			60120	4/23/2001	Radio One - Boston, Inc.
SANTA SLAM	State of Indiana			2008-0006	1/4/2008	Radio One of Indiana, L.P.
SANTA SLAM	State of Indiana			2008-0007	1/4/2008	Radio One of Indiana, L.P.
STONE SOUL FOOD AND MUSIC FESTIVAL	State of Virginia			9023	7/6/2010	Radio One Inc. ³
SUPER JAM and Design 	State of Minnesota			30973	3/1/2001	Blue Chip Broadcasting Ltd.
THE BEAT OF INDIANAPOLIS	State of Indiana			2008-0010	1/4/2008	Radio One of Indiana, L.P.
THE BEAT OF INDIANAPOLIS	State of Indiana			2008-0011	1/4/2008	Radio One of Indiana, L.P.
THE BEAT OF THE TWIN CITIES	State of Minnesota			30177	7/19/2000	Blue Chip Broadcasting Ltd.
THE DIRTY AWARDS	United States	78/705029	9/1/2005	3283698	8/21/2007	Radio One, Inc.
THE DIRTY AWARDS & Design 	United States	78/705026	9/1/2005	3283697	8/21/2007	Radio One, Inc.
THE MORNING MESS LOFT	State of Indiana			2005-0398	7/18/2005	Radio One of Indiana, L.P.
THE PEOPLE'S STATION	State of Indiana			2000-0626	11/15/2000	Radio One, Inc. ⁴

³Company withdrew and refiled on July 6, 2010 the trademark registration originally filed on September 15, 2008.

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Trademark	Jurisdiction	Application No.	Filing Date	Reg. No.	Reg. Date	Owner
THE PEOPLE'S STATION	State of North Carolina			019480	6/9/2008	Charlotte Broadcasting, LLC
THE WORLD IS YOURS	United States	75/884945	12/30/1999	2516415	12/11/2001	Community Connect Inc.
TRANSFORMATION EXPO	State of Virginia			9022	7/6/2010	Radio One Inc. ⁵
WCHB-AM 1200 "THE PEOPLE'S STATION"	State of Michigan			M03189	2/16/1999	Radio One, Inc.-Detroit Market
WE R HIP-HOP	State of Minnesota			2490930-4	9/4/2007	Blue Chip Broadcasting Ltd.
WE R HIP-HOP	State of Minnesota			2490930-3	9/4/2007	Blue Chip Broadcasting Ltd.
WTLC	United States	77/293774	10/2/2007	3440209	6/3/2008	Radio One, Inc.
YOUR.ONLINE.SOCIAL.ALTERNATIVE	United States	77/109282	2/16/2007	3528211	11/4/2008	Community Connect Inc.

Copyright Registrations and Applications for Registrations of Copyrights

Title	Reg. No.	Reg. Date	Owner
Detroit's WCHB FM105.9 [Logo]	VA847330	1/16/1997	Bell Broadcasting Company

Patents and Patent Applications

None.

⁴ Trademark registration expires on November 14, 2010, and will not be renewed by the Company.

⁵ Company withdrew and refiled on July 6, 2010 the trademark registration originally filed on September 15, 2008.

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