

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

source=3EmmispublishingSecAg#page1.tif
source=3EmmispublishingSecAg#page2.tif
source=3EmmispublishingSecAg#page3.tif
source=3EmmispublishingSecAg#page4.tif
source=3EmmispublishingSecAg#page5.tif
source=3EmmispublishingSecAg#page6.tif
source=3EmmispublishingSecAg#page7.tif

3

**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.

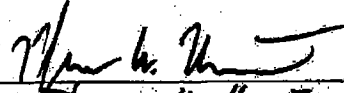
By: 

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

| Mark | Registration Date | Registration Number |
|-----------------------------------|--------------------------|----------------------------|
| 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 |