

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5683982

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT ABL
SEQUENCE:	3
CONVEYING PARTY DATA	
Name	Execution Date
CLEAR CHANNEL IP, LLC	08/23/2019
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, AS COLLATERAL AGENT
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9047256
Patent Number:	9373123
Application Number:	12622432
Application Number:	14963166
Application Number:	15177699
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<i>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.</i>	
Phone:	202-370-4756
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Correspondent Name:	JAY DASILVA
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	1121849 PAT ABL C
NAME OF SUBMITTER:	KAREN COTTRELL
SIGNATURE:	/Karen Cottrell/
DATE SIGNED:	08/23/2019

Total Attachments: 5

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ABL PATENT SECURITY AGREEMENT

This ABL PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”) dated August 23, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Deutsche Bank AG New York Branch (“DBNY”), as collateral agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Clear Channel Outdoor Holdings, Inc., a Delaware corporation (the “Parent Borrower”), the other borrowers from time to time party thereto (together with the Parent Borrower, the “Borrowers”), DBNY, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other Person party thereto have entered into the ABL Credit Agreement, dated as of August 23, 2019 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Swingline Lender to make Swingline Loans.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Swingline Lender to make Swingline Loans and certain other Secured Parties to make other financial accommodations to the Parent Borrower and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (in each case excluding any Excluded Property) (the “Collateral”):

- (a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto;
- (b) all rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Patents Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Se-

cured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, 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. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

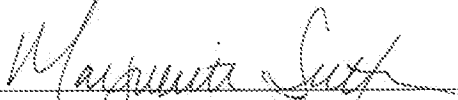
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CLEAR CHANNEL IP, LLC,
as Initial Grantor

By: 
Name: Brian D. Coleman
Title: Treasurer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Marguerite Sutton
Title: Vice President

By: 
Name: Michael Strobel
Title: Vice President

SCHEDULE A

United States Patents and Patent Applications

Title	Application No./ Filing Date	Patent No./ Issue Date	Current Owner of Record
AUTOMATED TRAFFIC CONTROL AND BILLING FOR BILLBOARD ADVERTISING	12622432 20-NOV-2009	--	CLEAR CHANNEL IP, LLC
SCHEDULE TEMPLATE FOR A DIGITAL DISPLAY	14963166 8-DEC-2015	--	CLEAR CHANNEL IP, LLC
HEAD MOUNTED ADVERTISING RATINGS METHODS AND SYSTEMS	15177699 09-JUN-2016	--	CLEAR CHANNEL IP, LLC
SYSTEM AND METHOD FOR MONITORING AUDIENCE IN RESPONSE TO SIGNAGE	12649583 30-DEC-2009	9047256 02-JUN-2015	CLEAR CHANNEL IP, LLC
WEARABLE ADVERTISING RATINGS METHODS AND SYSTEMS	12829158 01-JUL-2010	9373123 21-JUN-2016	CLEAR CHANNEL IP, LLC