

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407488

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | First Lien Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-------------------------------------|
| Learfield Communications, Inc. | | 12/01/2016 | Corporation: DELAWARE |
| Learfield News & Ag, LLC | | 12/01/2016 | Limited Liability Company: MISSOURI |
| Learfield Sports, LLC | | 12/01/2016 | Limited Liability Company: MISSOURI |
| SME II, LLC | | 12/01/2016 | Limited Liability Company: MISSOURI |
| Think Social, LLC | | 12/01/2016 | Limited Liability Company: MISSOURI |
| Sidearm Sports, LLC | | 12/01/2016 | Limited Liability Company: MISSOURI |

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 |
| Entity Type: | Foreign Banking Corporation: GERMANY |

PROPERTY NUMBERS Total: 26

| Property Type | Number | Word Mark |
|-----------------------|----------|------------------------------|
| Serial Number: | 76567332 | LEARFIELD |
| Serial Number: | 76567333 | LEARFIELD SPORTS |
| Serial Number: | 76580753 | WISCONSIN RADIO NETWORK |
| Serial Number: | 76580754 | RADIO IOWA |
| Serial Number: | 85366427 | SOUTH CAROLINA RADIO NETWORK |
| Serial Number: | 85365707 | MONET |
| Serial Number: | 85366642 | NEBRASKA RADIO NETWORK |
| Serial Number: | 76343852 | BROWNFIELD |
| Serial Number: | 76343853 | MISSOURINET |
| Serial Number: | 74736379 | LEARFIELD COMMUNICATIONS |
| Serial Number: | 74628893 | |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 86137529 | CHANGING THE FACE OF COLLEGE SPORTS BUSI |
| Serial Number: | 86665960 | MINNESOTA FARM NETWORK |
| Serial Number: | 77695007 | SIDEARM |
| Serial Number: | 73603328 | MINNESOTA NEWS NETWORK |
| Serial Number: | 86551534 | AGRIAMERICA |
| Serial Number: | 87151192 | CAMPUS PLUS |
| Serial Number: | 87151197 | CAMPUS + |
| Serial Number: | 87151202 | CAMPUS + A SERVICE OF LEARFIELD |
| Serial Number: | 87151212 | HOW BUSINESS GOES TO SCHOOL |
| Serial Number: | 87152150 | LEARFIELD |
| Serial Number: | 87152165 | LEARFIELD |
| Serial Number: | 86914202 | THE ART & SCIENCE OF BRANDING. |
| Serial Number: | 86938813 | THE FUTURE OF BRANDED ENTERTAINMENT |
| Serial Number: | 87161482 | SIDEARM SPORTS |
| Serial Number: | 86920802 | THINK SOCIAL |

CORRESPONDENCE DATA

Fax Number: 2123548113

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.

Phone: 212 819-8200

Email: iprecordations@whitecase.com

Correspondent Name: Matthew Campion/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patent & Trademark Dept.

Address Line 4: New York, NEW YORK 10036

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 1111779-2653 |
| NAME OF SUBMITTER: | Matthew Campion |
| SIGNATURE: | /Matthew Campion/ |
| DATE SIGNED: | 12/02/2016 |

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT is entered into as of December 1, 2016, (this “**Agreement**”), among Learfield Communications, Inc., Learfield News & Ag, LLC, Learfield Sports, LLC, Sidearm Sports, LLC, SME II, LLC, Think Social, LLC (each, a “**Grantor**”) and Deutsche Bank AG New York Branch (“**DBNY**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined below) have extended credit to A-L Parent LLC, a Delaware limited liability company (the “**Borrower**”) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among, the Borrower, A-L Group Holdings LLC, a Delaware limited liability company (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**First Lien Lenders**”) and DBNY, in its capacities as an issuing bank, the swingline lender and as administrative agent and collateral agent for the lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, 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.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of each Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those material Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (E) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. *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. Each 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 4. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

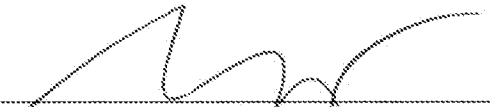
[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LEARFIELD COMMUNICATIONS INC.
LEARFIELD NEWS & AG, LLC
LEARFIELD SPORTS, LLC
SIDEARM SPORTS, LLC
SME II, LLC
THINK SOCIAL, LLC

By: Matthew Hupfeld
Name: Matthew Hupfeld
Title: Treasurer and Chief Financial Officer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Benjamin South
Title: Vice President

By: 
Name: Marcus Tarkington
Title: Director

SCHEDULE I

TRADEMARKS

| TRADEMARK | STATUS | APP. NO. | REG. NO. | REG. DATE | DATE FILED | OWNER |
|--|---------------|-----------------|-----------------|------------------|-------------------|--------------------------------|
| LEARFIELD | Registered | 76567332 | 2959151 | 7-Jun- 05 | 29-Dec- 03 | Learfield Communications, Inc. |
| LEARFIELD SPORTS | Registered | 76567333 | 2959152 | 7-Jun- 05 | 29-Dec- 03 | Learfield Communications, Inc. |
| WISCONSIN RADIO NETWORK | Registered | 76580753 | 3025306 | 13- Dec-05 | 12- Mar-04 | Learfield Communications, Inc. |
| RADIO IOWA | Registered | 76580754 | 3025307 | 13- Dec-05 | 12- Mar-04 | Learfield Communications, Inc. |
| SOUTH CAROLINA RADIO NETWORK | Registered | 85366427 | 4208711 | 18- Sep-12 | 8-Jul- 11 | Learfield Communications, Inc. |
| MONET | Registered | 85365707 | 4311372 | 2-Apr- 13 | 7-Jul- 11 | Learfield Communications, Inc. |
| NEBRASKA RADIO NETWORK | Registered | 85366642 | 4208712 | 18- Sep-12 | 8-Jul- 11 | Learfield Communications, Inc. |
| BROWNFIELD | Registered | 76343852 | 2656293 | 3-Dec- 02 | 3-Dec- 01 | Learfield Communications, Inc. |
| MISSOURINET | Registered | 76343853 | 2639299 | 22- Oct-02 | 3-Dec- 01 | Learfield Communications, Inc. |
| LEARFIELD COMMUNICATIONS | Registered | 74736379 | 1998323 | 3-Sep- 96 | 25-Sep- 95 | Learfield Communications, Inc. |
| LEARFIELD LOGO | Registered | 74628893 | 1930100 | 24- Oct-95 | 2-Feb- 95 | Learfield Communications, Inc. |
| CHANGING THE FACE OF COLLEGE SPORTS BUSINESS | Registered | 86137529 | 4626272 | 21- Oct-14 | 6-Dec-13 | Learfield Sports, LLC |
| MINNESOTA FARM NETWORK | Registered | 86665960 | 5001372 | 19-Jul- 16 | 17-Jun-15 | Learfield News & AG, LLC |
| SIDEARM | Registered | 77695007 | 3692229 | 6-Oct- 09 | 19-Mar-09 | SIDEARM Sports, LLC |
| MINNESOTA NEWS NETWORK | Registered | 73603328 | 1441650 | 02-JUN-87 | 09-JUN-86 | Learfield News & AG, LLC |

TRADEMARK APPLICATIONS

| TRADEMARK | STATUS | APP. NO. | REG. NO. | REG. DATE | DATE FILED | OWNER |
|---------------------------------|---------------|-----------------|-----------------|------------------|-------------------|--------------------------------|
| AGRIAMERICA | Pending | 86551534 | N/A | N/A | | Learfield Communications, Inc. |
| CAMPUS PLUS | Pending | 87151192 | N/A | N/A | 25-Aug-16 | Learfield Communications, Inc. |
| CAMPUS + | Pending | 87151197 | N/A | N/A | 25-Aug-16 | Learfield Communications, Inc. |
| CAMPUS + A SERVICE OF LEARFIELD | Pending | 87151202 | N/A | N/A | 25-Aug-16 | Learfield Communications, Inc. |

| TRADEMARK | STATUS | APP. NO. | REG. NO. | REG. DATE | DATE FILED | OWNER |
|-------------------------------------|---------|----------|----------|-----------|------------|--------------------------------|
| HOW BUSINESS GOES TO SCHOOL | Pending | 87151212 | N/A | N/A | 25-Aug-16 | Learfield Communications, Inc. |
| LEARFIELD (Stylized/BW) | Pending | 87152150 | N/A | N/A | 26-Aug-16 | Learfield Communications, Inc. |
| LEARFIELD (Stylized/Color) | Pending | 87152165 | N/A | N/A | 26-Aug-16 | Learfield Communications, Inc. |
| The Art & Science of Branding | Pending | 86914202 | N/A | N/A | 20-Feb- 16 | SME II, LLC |
| The future of branded entertainment | Pending | 86938813 | N/A | N/A | 14- Mar-16 | SME II, LLC |
| SIDEARM SPORTS | Pending | 87161482 | N/A | N/A | 06-SEP-16 | SIDEARM Sports, LLC |
| THINK SOCIAL | Pending | 86920802 | N/A | N/A | 26-FEB-16 | Think Social, LLC |