TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM520212

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		04/12/2019	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Emmis Indiana Broadcasting, L.P.	
Street Address:	40 Monument Circle	
City:	Indianapolis	
State/Country:	INDIANA	
Postal Code:	46204	
Entity Type:	Limited Partnership: INDIANA	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2522356	WYXB
Registration Number:	2207182	WIBC
Registration Number:	4309064	WIBC
Registration Number:	4424027	B105.7
Serial Number:	86072010	MONUMENTAL MUSIC JAM

CORRESPONDENCE DATA

Fax Number: 3176361507

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: 317-238-6304

Email: rgoode@kdlegal.com Robert J. Goode **Correspondent Name:**

Address Line 1: One Indiana Square, Suite 2800 Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Robert J. Goode
SIGNATURE:	/Robert J. Goode/
DATE SIGNED:	04/22/2019

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE (this "Release") dated as of April 12, 2019, from THE BANK OF NEW YORK MELLON, a New York banking corporation, as Administrative Agent (the "Administrative Agent") with an address of 2001 Bryan Street, Ste. 1000, Dallas, Texas 75201, in favor of EMMIS INDIANA BROADCASTING, L.P., an Indiana limited partnership (the "Grantor"), having an address of 40 Monument Circle, Indianapolis, Indiana 46204.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), the Grantor granted, in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the "Prior Administrative Agent"), a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined), which Collateral Agreement and Security Interest were both assigned by the Prior Administrative Agent to the Administrative Agent pursuant to that certain Successor Agent Agreement and Amendment to Credit Agreement, dated as of April 18, 2017 (the "Successor Agent Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Prior Administrative Agent and the Grantor entered into that certain Notice of Security Interests in Trademarks, dated as of June 10, 2014 (the "<u>Trademark Security Agreement</u>"), under which the Grantor, reaffirmed its intent to grant and granted a Security Interest to the Administration Agent in certain Trademark Collateral, which Trademark Security Agreement was assigned by the Prior Administrative Agent to the Administrative Agent pursuant to the Successor Agent Agreement;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 20, 2014, at Reel 5306 and Frame 0914, and assigned to the Administrative Agent by the Prior Administrative Agent by a filing on April 21, 2017, at Reel 6039 and Frame 0287; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>," as used herein shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided in the Collateral Agreement.
- 2. <u>Release of Security Interest</u>. The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, without recourse, representation or warranty of any kind and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Authorization</u>. The Administrative Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Release.
- 4. <u>Further Assurances</u>. The Administrative Agent hereby agrees, at the sole cost and expense of Grantor, to duly execute, acknowledge, procure and deliver any further documents (in form

and substance reasonably satisfactory to the Administrative Agent) and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. <u>Choice of Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to conflicts of law principles.

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[signature page follows]

SIGNATURE PAGE – TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (EMMIS INDIANA BROADCASTING)

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

> THE BANK OF NEW YORK MELLON, as Administrative Agent

TRADEMARK

REEL: 006625 FRAME: 0271

Schedule A

U.S. Trademark Registrations and Applications

Mark	Filing/Registration Date	Serial/Registration Number
WYXB	12/25/01	2,522,356
WIBC	12/1/98	2,207,182
WIBC	3/26/13	4,309,064
B105.7	10/29/13	4,424,027
MONUMENTAL MUSIC JAM	9/23/13	86/072,010
NEWSRADIO 93 WIBC	10/16/12	20,120,572
DOWNTOWN FREEDOM BLAST	7/9/13	20,130,328

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RECORDED: 04/22/2019