

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Entercom Operations, Inc.		12/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	Mail Code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88414057	R RADIO.COM	
Serial Number:	88414129	R	
Serial Number:	88414003	RADIO.COM	
Registration Number:	5868945	1010 WINS	
Registration Number:	5868944	1010 WINS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	12/13/2019		
Total Attachments: 7			

OP \$140.00 88414057

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2019 (this “**Agreement**”) among the Grantors identified herein and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties.

Reference is made to the Security Agreement, dated as of October 17, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of October 17, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Guarantors from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender and an L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). The Grantors are subsidiaries of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks under any Secured Hedge Agreements and Treasury Services Agreement and the undersigned Grantor are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Secured Hedge Agreements and Treasury Services Agreements. Accordingly, 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. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and subject to the limitations set forth in the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, company names, trade dress, logos, designs, (fictitious) business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, now existing and hereafter adopted or acquired, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a

Grantor, including those listed on Schedule I hereto, (b) all income, fees, royalties, damages, claims and payments due and payable under or with respect to the foregoing (to the extent that such Grantor has a right to collect them), (c) any claims or causes of action relating to any of the foregoing, including whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, dilution, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, (d) all goodwill connected with the use thereof and symbolized thereby and (e) all other assets, rights and interests that uniquely reflect or embody such goodwill and all rights corresponding to the foregoing; provided that the grant of security interest shall not include 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, provided, however, that immediately upon such filing an acceptance, such “intent-to-use” trademark applications shall be deemed included in the definition of Trademark Collateral hereunder.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may reasonably request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate, at Grantor’s sole cost and expense, with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the 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 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

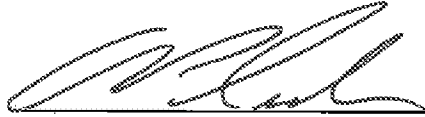
Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement, if then in effect and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement, if then in effect. In the event of any conflict between the terms of the Intercreditor Agreement, if then in effect, and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern.

Section 7. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Collateral Agent.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

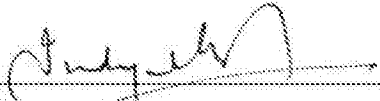
ENTERCOM OPERATIONS, INC.

By: 
Name:
Title:

[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 006815 FRAME: 0775

JPMorgan Chase Bank, N.A.,
as Collateral Agent



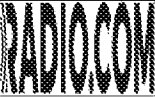
By: 
Name: Indrajeet Singh Anuja
Title: Vice President

[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 006815 FRAME: 0776

Schedule I to
Trademark Security Agreement Supplement

United States Trademarks, Service Marks and Trademark Applications

Owner	Name	Filing Date	Serial #
Entercom Operations, Inc.		5/3/19	88414057
Entercom Operations, Inc.		5/3/19	88414129
Entercom Operations, Inc.		5/3/19	88414003
Entercom Operations, Inc.	1010 WINS	Registered: 9/24/19	Reg. No. 5868945 United States
Entercom Operations, Inc.	1010 WINS	Registered: 9/24/19	Reg. No. 5868944 United States