

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553361

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Entercom Media Corp. | | 12/13/2019 | Corporation: DELAWARE |
| Entercom Operations, Inc. | | 12/13/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank Trust Company Americas | | |
| Street Address: | 60 Wall Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | Bank: 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: | 614-280-3566 | | |
| Email: | james.murray@wolterskluwer.com, ECarrera@cahill.com | | |
| Correspondent Name: | James Murray | | |
| Address Line 1: | 4400 Easton Commons Way, Suite 125 | | |
| Address Line 2: | CT Corporation | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Elaine Carrera | | |
| SIGNATURE: | /Elaine Carrera/ | | |
| DATE SIGNED: | 12/16/2019 | | |

OP \$140.00 88414057

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Entercom Media Corp.
- 2. Entercom Operations, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 13, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank Trust Company Americas

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

December 13, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2019 (this “**Agreement**”) among ENTERCOM MEDIA CORP., a Delaware corporation, located at 401 E. City Avenue, Suite 809, Bala Cynwyd, PA 19004 (the “**Issuer**”), as a Grantor, the other Grantors identified herein and Deutsche Bank Trust Company Americas, as Notes Collateral Agent for the Secured Parties.

Reference is made to the Second Lien Security Agreement, dated as of April 30, 2019 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Issuer, the other Grantors identified therein and who from time to time become a party thereto and the Notes Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Issuer are set forth in the Indenture, dated as of April 30, 2019 (as amended, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Issuer, the other Guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, in its capacity as Notes Collateral Agent. The Grantors are subsidiaries of the Issuer, will derive substantial benefits from the extension of credit to the Issuer pursuant to the Indenture and the undersigned Grantor are willing to execute and deliver this Agreement in order to induce the Secured Parties to issue such Notes. 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.

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 Notes Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Notes 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. Second Lien Intercreditor Agreement Controls. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Notes Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement and (ii) the exercise of any right or remedy by the Notes Collateral Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern, except with respect to the rights, protections, privileges, immunities and indemnities of the Notes Collateral Agent.

Section 4. Termination. This 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 Notes 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 Notes 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 5. Supplement to the Security Agreement. The security interests granted to the Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes 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.

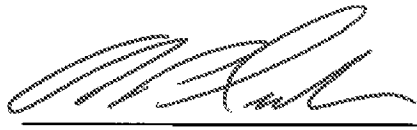
Section 6. Governing Law. The terms of Section 13.07 of the Indenture with respect to governing law are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

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 Notes Collateral Agent.

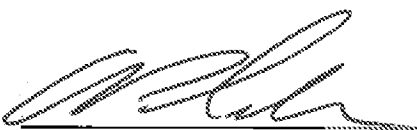
[Signatures on following page]

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

ENTERCOM MEDIA CORP.

By: 
Name: ANDREW P. SUTOR, IV
Title: EXECUTIVE VICE PRESIDENT

ENTERCOM OPERATIONS, INC.

By: 
Name: ANDREW P. SUTOR, IV
Title: EXECUTIVE VICE PRESIDENT

Deutsche Bank Trust Company Americas,
as Notes Collateral Agent

By: 

Name:

Luke Russell

Title:

Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006816 FRAME: 0568

**Schedule I to
Trademark Security Agreement Supplement**

United States Trademarks, Service Marks and Trademark Applications

| GRANTOR | TRADEMARK OR SERVICE MARK | DATE FILED | SERIAL NO. AND JURISDICTION |
|---------------------------|---|---------------------|-----------------------------------|
| Entercom Operations, Inc. |  | 5/3/19 | 88414057 United States |
| Entercom Operations, Inc. |  | 5/3/19 | 88414129 United States |
| Entercom Operations, Inc. |  | 5/3/19 | 88414003 United States |
| 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 |