

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beasley Media Group, LLC		06/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	800 Nicolet Mall		
Internal Address:	Mail Code BC-MN-H03R		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5994548	THE SPORTS HUB	
Serial Number:	88624597	IN YOUR NEIGHBORHOOD	
Registration Number:	5981586	CHECKPOINTXP	
Registration Number:	5968597	BPOD STUDIO	
Registration Number:	5901696	BEASLEY ANALYTICS	
Registration Number:	5794590	BEASLEY XP	
Registration Number:	5779972	CHECKPOINT XP	
Registration Number:	5444911	BY ARTISTS FOR THE FANS	
Registration Number:	5460947	ARTIST ORIGINALS	
Registration Number:	5345807	AO	
Registration Number:	5326212	ATHLETE ORIGINALS	
Registration Number:	4726801	BY ATHLETES FOR THE FANS	
Registration Number:	4430259	ATHLETE ORIGINALS	
Registration Number:	4496461	ATHLETE ORIGINALS	
Registration Number:	4492694	ATHLETE ORIGINALS	
Registration Number:	4124158	AD TOURNAMENT	
Registration Number:	4124157	ADTOURNAMENT	

OP \$440.00 5994548

CORRESPONDENCE DATA**Fax Number:** 2158325619*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:** 2155695619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye (156285-01405 ND)**Address Line 1:** One Logan Square**Address Line 2:** 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	156285-01405
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/17/2020

Total Attachments: 6

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THIS TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of June 30, 2020, (this “**Agreement**”), is between BEASLEY MEDIA GROUP, LLC, a Delaware limited liability company (the “**Grantor**”), and U.S. BANK NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of November 17, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among BEASLEY BROADCAST GROUP, INC., a Delaware corporation (“**Holdings**”), BEASLEY MEZZANINE HOLDINGS, LLC, a Delaware limited liability company (the “**Borrower**”), the subsidiaries of Holdings from time to time party thereto and the Collateral Agent, (b) the Credit Agreement dated as of November 17, 2017 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the Grantor and the other Guarantors from time to time party thereto (collectively, “**Loan Parties**”), U.S. Bank National Association, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein and (c) the Amendment No. 2 to Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Amendment No. 2**”), by and among Holdings, the Borrower, the other Loan Parties party thereto, the Administrative Agent and the Lenders party thereto. The Lenders party thereto have agreed to enter into the Amendment No. 2 and to continue to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement and the Amendment No. 2. The obligations of the Lenders party thereto to enter into the Amendment No. 2 are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the parties entering into the Amendment No. 2 and is willing to execute and deliver this Agreement in order to induce the Lenders to enter into the Amendment No. 2.

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 Section 1.01(b) of the Security 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 Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, and all registrations and

applications therefore, together with the goodwill of the business symbolized thereby, as filed in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill of the business symbolized by the Trademarks excluding, in each case of (a) and (b) any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. 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. The 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.

[Remainder of this page intentionally left blank]


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

BEASLEY MEDIA GROUP, LLC, as the Grantor

By: 
Name: Caroline Beasley
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement


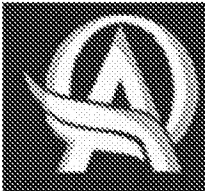
U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent


By: 
Name: Michael Warren
Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007001 FRAME: 0081

United States Trademarks and Trademark Applications

Mark Name	Owner	Registration Number (App. No.)	Registration Date (App. Date)	Status
THE SPORTS HUB	Beasley Media Group, LLC	5994548	2/25/2020	Live
IN YOUR NEIGHBORHOOD	Beasley Media Group, LLC	(88624597)	(9/20/2019)	Live
	Beasley Media Group, LLC	5981586	2/11/2020	Live
BPOD STUDIO	Beasley Media Group, LLC	5968597	1/21/2020	Live
BEASLEY ANALYTICS	Beasley Media Group, LLC	5901696	11/5/2019	Live
BEASLEY XP	Beasley Media Group, LLC	5794590	7/2/2019	Live
CHECKPOINT XP	Beasley Media Group, LLC	5779972	6/18/2019	Live
BY ARTISTS FOR THE FANS	Beasley Media Group, LLC	5444911	4/10/2018	Live
ARTIST ORIGINALS	Beasley Media Group, LLC	5460947	5/1/2018	Live
	Beasley Media Group, LLC	5345807	11/28/2017	Live
ATHLETE ORIGINALS	Beasley Media Group, LLC	5326212	10/31/2017	Live

BY ATHLETES FOR THE FANS	Beasley Media Group, LLC	4726801	4/28/2015	Live
ATHLETE ORIGINALS	Beasley Media Group, LLC	4430259	11/5/2014	Live
ATHLETE ORIGINALS	Beasley Media Group, LLC	4496461	3/11/2014	Live
ATHLETE ORIGINALS	Beasley Media Group, LLC	4492694	3/4/2014	Live
	Beasley Media Group, LLC	4124158	4/10/2012	Live
ADTOURNAMENT	Beasley Media Group, LLC	4124157	4/10/2012	Live