

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638858

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stitcher Media LLC		04/12/2021	Limited Liability Company: DELAWARE
Audios Ventures Inc.		04/12/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	500 Stanton Christiana Rd.
Internal Address:	Floor 3, Ops 2
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713-2107
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5287286	STITCHER
Registration Number:	4617373	EARWOLF
Registration Number:	5607795	PODSWAG
Registration Number:	5581568	PODSWAG
Registration Number:	5486842	HOWL
Registration Number:	5282295	NOW HEAR THIS
Registration Number:	5063754	WAYWARD WILD
Registration Number:	5232486	SIMPLECAST
Registration Number:	5590132	RECAST
Registration Number:	5928081	

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

TRADEMARK

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: 04/13/2021

Total Attachments: 5

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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. Stitcher Media LLC
- 2. Audios Ventures Inc.

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 12, 2021

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: 500 Stanton Christiana Rd., Floor 3, Ops 2

City: Newark

State: DE

Country: USA Zip: 19713-2107

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

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
See Schedule I

B. Trademark Registration No.(s)
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,
32 Old Slip

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:

10

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

April 12, 2021
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

Trademark Security Agreement, dated as of April 12, 2021 by STITCHER MEDIA LLC and AUDIOS VENTURES INC. (the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantors are parties to a Security Agreement dated as of December 5, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of their rights, titles and interests in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantors:

- (a) registered Trademarks of such Grantors listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.


SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Administrative Agent shall, at the expense of such Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

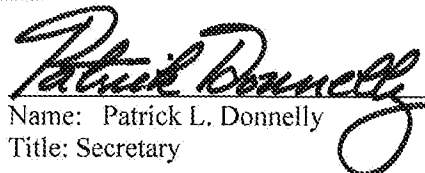
[Signature pages follow.]

STITCHER MEDIA LLC,
as Grantor

By: Sirius XM Radio Inc., as sole member

By: 
Name: Patrick L. Donnelly
Title: Executive Vice President, General Counsel
and Secretary

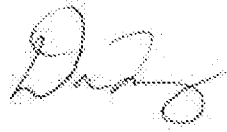
AUDIOS VENTURES INC.,
as Grantor

By: 
Name: Patrick L. Donnelly
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007253 FRAME: 0533

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent



By: _____

Name: Daniel Luby
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007253 FRAME: 0534

Schedule I
U.S. Trademark Registrations

U.S. Trademark Registrations:

Owner	Reg. No.	Mark
90028 Media, LLC ¹	5287286	STITCHER
Earwolf Media, LLC ²	4617373	EARWOLF
Scripps Media, Inc. ³	5607795	PODSWAG
Scripps Media, Inc. ⁴	5581568	PODSWAG
Subscription On Demand Audio, LLC ⁵	5486842	HOWL
Subscription On Demand Audio, LLC ⁶	5282295	NOW HEAR THIS
Audios Ventures Inc.	5063754	WAYWARD WILD
Audios Ventures Inc.	5232486	SIMPLECAST
Audios Ventures Inc.	5590132	RECAST
Audios Ventures Inc.	5928081	DESIGN (SQUARE LOGO)

¹ To be assigned to Stitcher Media LLC post-closing

² To be assigned to Stitcher Media LLC post-closing

³ To be assigned to Stitcher Media LLC post-closing

⁴ To be assigned to Stitcher Media LLC post-closing

⁵ To be assigned to Stitcher Media LLC post-closing

⁶ To be assigned to Stitcher Media LLC post-closing