

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spreaker, Inc.		04/19/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association, as Collateral Agent		
Street Address:	333 Commerce Street		
Internal Address:	Suite 800		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4644944	SPREAKER	
Registration Number:	6304070	SPREAKER	
Serial Number:	97097009	SPREAKER	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	064347-0019		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	04/20/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 19, 2022, by each of the undersigned grantors (individually, a “Grantor” and collectively the “Grantors”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to a Security Agreement dated as of August 7, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and the acquisition of the Notes by the Holders thereof, each Grantor hereby agrees with the Collateral 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. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered Trademarks and Trademarks with respect to which applications for registration are pending listed on Schedule I attached hereto, together with all goodwill connected with the use of and symbolized thereby.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 2 hereof attach to any “intent to use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing 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, solely to the extent that granting a security interest in such Trademark application prior to such filing would impair the enforceability or validity of such Trademark application or any registration that issues therefrom under applicable federal Law.

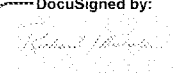
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to such Grantor 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.

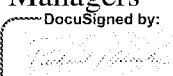
[Signature pages follow.]

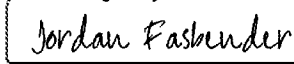
SPREAKER, INC.
UNIFIED ENTERPRISES CORP.
VOXNEST, INC.

DocuSigned by:

By: _____
Name: Richard J. Bressler
Title: President and Chief Financial Officer

JELLI, LLC
By: IHEARTMEDIA + ENTERTAINMENT,
INC.

Its: Sole Member
DocuSigned by:

By: _____
Name: Richard J. Bressler
Title: President and Chief Financial Officer

Its: Managers
DocuSigned by:

By: _____
Name: Richard J. Bressler

DocuSigned by:

By: _____
Name: Jordan Fasbender

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Collateral Agent

By: Wally Jones
Name: Wally Jones
Title: Vice President

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Spreaker, Inc.	4644944	SPREAKER
VoxNest, Inc.	6230423	BLOG TALK RADIO
Unified Enterprises Corp.	4863744	UNIFIED SOCIAL
Unified Enterprises Corp.	5187867	DATA, TOGETHER
Jelli, Inc. ¹	4845397	JELLI
Jelli, Inc.	4919787	RADIO SPOT
Jelli, Inc.	4845393	SPOTPLAN
Jelli, Inc.	4845382	RADIODASH
Jelli, Inc.	4850413	MISCELLANEOUS DESIGN (ROCKET SHIP)
Spreaker, Inc.	6304070	SPREAKER

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
VoxNest, Inc.	88807742	VOXNEST
VoxNest, Inc.	88807756	PROFOUND AUDIO
Spreaker, Inc.	97097009	SPREAKER

¹ Jelli, Inc. converted to Jelli, LLC on August 19, 2021.