

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524685

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Entercom Operations, Inc.		05/01/2019	Corporation: DELAWARE
Entercom Missouri, LLC		05/01/2019	Limited Liability Company: DELAWARE
Entercom Pennsylvania, LLC		05/01/2019	Limited Liability Company: DELAWARE
Entercom California, LLC		05/01/2019	Limited Liability Company: 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:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	1381801	KOIT
Registration Number:	3035754	MUSIC WITH CLASS
Registration Number:	3056963	
Registration Number:	5635561	
Registration Number:	5329295	APRIL FOOLISHNESS
Registration Number:	4658705	CUBE JAMS
Registration Number:	4480004	FAN SPORTS LIVE
Registration Number:	4480005	FAN SPORTS LIVE
Registration Number:	5454688	KAMP
Registration Number:	5325823	KLUC
Registration Number:	2343437	KSFM
Registration Number:	5325824	KTWV
Registration Number:	5286271	LECTRIC LEPRECHAUN
Registration Number:	5633463	LOVELINE

CH \$2015.00 1381801

Property Type	Number	Word Mark
Registration Number:	5589017	
Registration Number:	5448643	
Registration Number:	5589010	
Registration Number:	5589011	
Registration Number:	4857961	DALY DOWNLOAD
Registration Number:	5589026	94.7 THE WAVE THE SOUL OF SOUTHERN CALIF
Registration Number:	5497488	TIMELESS SOUL
Registration Number:	5275259	TODAY'S 96.5
Registration Number:	5275480	TODAY'S 96.5
Registration Number:	1918374	WLIF
Registration Number:	5347844	WQAM
Registration Number:	5331539	WXRT
Registration Number:	4014278	1THING
Registration Number:	4695192	2 MINUTE PROMISE
Serial Number:	88246880	ALWAYS AGGRAVATED
Registration Number:	4574578	BETTER MUSIC . . . FOR A BETTER DAY
Registration Number:	4574579	BETTER MUSIC . . . FOR A BETTER WORKDAY
Registration Number:	5166434	BEYOND REALITY RADIO
Registration Number:	4872170	BOURBON AND BACON FEST
Serial Number:	88184720	CHANNEL Q
Registration Number:	3573959	CHARLIE
Registration Number:	3674496	CHARLIE FM
Serial Number:	87701488	COUNT ON COUNTRY
Serial Number:	88242878	DETROIT'S GOOD NEWS
Registration Number:	3044745	DRAFT FEST
Serial Number:	88163620	DRIBBLE DRIVE
Registration Number:	5012849	EVERYTHING. ALL THE TIME!
Registration Number:	5697424	FLORIDA MAN MUSIC FESTIVAL
Registration Number:	3484883	FREE YOUR RADIO
Registration Number:	5235509	GE2 GAMING + EXPERIENTIAL ENTERTAINMENT
Registration Number:	2881774	GOD & COUNTRY
Registration Number:	5451980	I'M LISTENING
Registration Number:	3112567	LIVE LOUD, ROCK HARD
Registration Number:	3504623	MENS ROOM
Registration Number:	3207436	MIKE FM
Registration Number:	4882855	PASS THE BUCK
Registration Number:	4368283	PINK DAT
Serial Number:	88289618	RADIO.COM WORLD PREMIERE

Property Type	Number	Word Mark
Registration Number:	3276775	RANDOM RADIO
Registration Number:	4581846	REVERED RED
Registration Number:	5146502	RIPTIDE
Registration Number:	3290075	ROCKAHOLICS
Serial Number:	88242818	RUDOLPH NETWORK
Registration Number:	5696047	SCREENSHOTS
Registration Number:	4282831	SHAGGFEST
Registration Number:	3276752	SIMON
Registration Number:	3373864	SIMON SAYS ... "WE PLAY EVERYTHING"
Registration Number:	5050076	SMARTREACH
Registration Number:	5176454	SMART REACH DIGITAL
Registration Number:	4047882	TASTE OF BOSTON
Registration Number:	3259204	THE BAYOU
Registration Number:	2506729	THE END
Serial Number:	88280775	THE MORNING CULTURE
Registration Number:	3365561	THE MOUNTAIN
Registration Number:	4336955	THE RISE GUYS
Registration Number:	3814371	THE RISE GUYS MORNING SHOW
Registration Number:	5031861	THROWBACK CASH
Registration Number:	5686512	TRAFFIC AND WEATHER WHENEVER
Registration Number:	3861116	WAKE UP CALL
Registration Number:	4368637	WE PLAY EVERYTHING
Registration Number:	3631349	WEEI
Registration Number:	3784625	WHINER LINE
Serial Number:	88289863	WORLD PREMIERE
Registration Number:	4189885	B101
Registration Number:	2724860	B-101 REWARDS
Registration Number:	2993924	STRESS-FREE WORKDAY

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 755755

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	05/22/2019
Total Attachments: 8 source=5-8-19 Entercom 1-TM#page1.tif source=5-8-19 Entercom 1-TM#page2.tif source=5-8-19 Entercom 1-TM#page3.tif source=5-8-19 Entercom 1-TM#page4.tif source=5-8-19 Entercom 1-TM#page5.tif source=5-8-19 Entercom 1-TM#page6.tif source=5-8-19 Entercom 1-TM#page7.tif source=5-8-19 Entercom 1-TM#page8.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 1, 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.
ENTERCOM MISSOURI, LLC
ENTERCOM PENNSYLVANIA, LLC
ENTERCOM CALIFORNIA, LLC

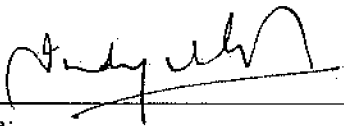
By: 

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

[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 006651 FRAME: 0840

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





By: 
Name: _____
Title:

Indjeet Singh Anuja
Vice President

[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 006651 FRAME: 0841

United States Trademarks, Service Marks and Trademark Applications

Owner	Name	Registration / Renwal #	Serial #
Entercom California, LLC	KOIT	1381801	73545583
Entercom Missouri, LLC	Music With Class	3035754	78545291
Entercom Missouri, LLC	"RED" (sound mark)	3056963	76625323
Entercom Operations, Inc.	1010 WINS TELEPRINTER (Sound Mark)	5635561	87426249
Entercom Operations, Inc.	APRIL FOOLISHNESS	5329295	87416494
Entercom Operations, Inc.	CUBE JAMS	4658705	86206671
Entercom Operations, Inc.	FAN SPORTS LIVE	4480004	85831309
Entercom Operations, Inc.	FAN SPORTS LIVE	4480005	85831311
Entercom Operations, Inc.	KAMP	5454688	87343820
Entercom Operations, Inc.	KLUC	5325823	87343824
Entercom Operations, Inc.	KSFM	2343437	75712091
Entercom Operations, Inc.	KTWV	5325824	87343832
Entercom Operations, Inc.	LECTRIC LEPRECHAUN	5286271	87364395
Entercom Operations, Inc.	LOVELINE	5633463	87266984
Entercom Operations, Inc.		5589017	87679649
Entercom Operations, Inc.		5448643	87677918
Entercom Operations, Inc.		5589010	87677923
Entercom Operations, Inc.		5589011	87677925
Entercom Operations, Inc.	DALY DOWNLOAD	4857961	86475393
Entercom Operations, Inc.	94.7 THE WAVE The Soul of Southern California	5589026	87682541
Entercom Operations, Inc.	TIMELESS SOUL	5497488	87683347
Entercom Operations, Inc.	TODAY'S 96.5	5275259	87292326
Entercom Operations, Inc.	Today's 96.5	5275480	87294955
Entercom Operations, Inc.	WLIF	1918374	74554388
Entercom Operations, Inc.	WQAM	5347844	87343847

Entercom Operations, Inc.	WXRT	5331539	87343857
Entercom Operations, Inc.	1Thing	4014278	77604309
Entercom Operations, Inc.	2 Minute Promise	4695192	86326562
Entercom Operations, Inc.	Always Aggravated	Application No. 88246880	88246880
Entercom Operations, Inc.	Better Music for a Better Day	4574578	85953969
Entercom Operations, Inc.	Better Music for a Better Workday	4574579	85954006
Entercom Operations, Inc.	Beyond Reality Radio	5166434	87148804
Entercom Operations, Inc.	Bourbon and Bacon Fest	4872170 - Supplemental Register	86416933
Entercom Operations, Inc.	Channel Q	Application No. 88184720	88184720
Entercom Operations, Inc.	Charlie	3573959	78610841
Entercom Operations, Inc.	Charlie FM	3674496	78610866
Entercom Operations, Inc.	Count on Country	Application No. 87701488	87701488
Entercom Operations, Inc.	Detroit's Good News	Application No. 88242878	88242878
Entercom Operations, Inc.	Draft Fest	3044745	78411468
Entercom Operations, Inc.	Dribble Drive	Application No. 88163620	88163620
Entercom Operations, Inc.	Everything. All The Time!	5012849	86856748
Entercom Operations, Inc.	Florida Man Music Festival	5697424	88122045
Entercom Operations, Inc.	Free Your Radio	3484883	78372527
Entercom Operations, Inc.	GE ² Gaming + Experiential Entertainment	5235509	8717979
Entercom Operations, Inc.	God & Country	2881774	78302958
Entercom Operations, Inc.	I'm Listening	5451980	87599798
Entercom Operations, Inc.	Live Loud Rock Hard	3112567	78253188
Entercom Operations, Inc.	Mens Room	3504623	77397260
Entercom Operations, Inc.	Mike FM	3207436	78606526
Entercom Operations, Inc.	Pass The Buck	4882855	86450962
Entercom Operations, Inc.	Pink Dat	4368283	85790199
Entercom Operations, Inc.	Radio.com World Premiere	Application No. 88289618	88289618
Entercom Operations, Inc.	Random Radio	3276775	78605028
Entercom Operations, Inc.	Revered Red	4581846	86085356
Entercom Operations, Inc.	Riptide	5146502	87106906
Entercom Operations, Inc.	Rockaholics	3290075	77059914
Entercom Operations, Inc.	Rudolph Network	Application No. 88242818	88242818
Entercom Operations, Inc.	Screenshots	5696047	88032050
Entercom Operations, Inc.	Shaggfest	4282831	85658408
Entercom Operations, Inc.	Simon	3276752	78598185
Entercom Operations, Inc.	Simon Says... "We Play Everything"	3373864	78604988
Entercom Operations, Inc.	SmartReach	5050076	86064530
Entercom Operations, Inc.	Smart Reach Digital	5176454	87170838
Entercom Operations, Inc.	Taste of Boston	4047882	85127059
Entercom Operations, Inc.	The Bayou	3259204	78542537
Entercom Operations, Inc.	The End	2506729	76190073
Entercom Operations, Inc.	The Morning Culture	Application No. 88280775	88280775
Entercom Operations, Inc.	The Mountain	3365561	77238295
Entercom Operations, Inc.	The Rise Guys	4336955	85282084
Entercom Operations, Inc.	The Rise Guys Morning Show	3814371	77879299
Entercom Operations, Inc.	Throwback Cash	5031861	86888202
Entercom Operations, Inc.	Traffic and Weather Whenever	5686512	86887055
Entercom Operations, Inc.	Wake Up Call	3861116	85028384
Entercom Operations, Inc.	We Play Everything	4368637	85828749
Entercom Operations, Inc.	WEEI	3631349	77633751

Entercom Operations, Inc.	Whiner Line	3784625	77835398
Entercom Operations, Inc.	World Premiere	Application No. 88289863	88289863
Entercom Pennsylvania, LLC	B101	4189885	85493973
Entercom Pennsylvania, LLC	B-101 Rewards	2724860	76038546
Entercom Pennsylvania, LLC	Stress-Free Workday	2993924	76598055