

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Entercom Kansas, LLC		03/25/2021	Limited Liability Company: DELAWARE
Entercom Missouri, LLC		03/25/2021	Limited Liability Company: DELAWARE
Entercom New York, LLC		03/25/2021	Limited Liability Company: DELAWARE
Entercom Operations, Inc.		03/25/2021	Corporation: DELAWARE
Entercom Pennsylvania, LLC		03/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Notes Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 78			
Property Type	Number	Word Mark	
Registration Number:	2355016	THE ROCK OF KANSAS CITY	
Registration Number:	3056963		
Registration Number:	3035754	MUSIC WITH CLASS	
Registration Number:	2345669	WPXY	
Registration Number:	5635561		
Registration Number:	4014278	1THING	
Registration Number:	4695192	2 MINUTE PROMISE	
Registration Number:	5589026	94.7 THE WAVE THE SOUL OF SOUTHERN CALIF	
Registration Number:	5812438	ALWAYS AGGRAVATED	
Registration Number:	5329295	APRIL FOOLISHNESS	
Registration Number:	4574578	BETTER MUSIC . . . FOR A BETTER DAY	
Registration Number:	4574579	BETTER MUSIC . . . FOR A BETTER WORKDAY	
Registration Number:	5166434	BEYOND REALITY RADIO	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	4872170	BOURBON AND BACON FEST
Registration Number:	6095643	CASH THE TICKET
Registration Number:	5775214	CHANNEL Q
Registration Number:	3573959	CHARLIE
Registration Number:	3674496	CHARLIE FM
Registration Number:	6120218	COMEDY NOW
Registration Number:	5837226	COUNT ON COUNTRY
Registration Number:	4658705	CUBE JAMS
Registration Number:	5448643	
Registration Number:	5589010	
Registration Number:	5589011	
Registration Number:	5589017	
Registration Number:	3044745	DRAFT FEST
Registration Number:	5763163	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:	5454688	KAMP
Registration Number:	5325823	KLUC
Registration Number:	5325824	KTWV
Registration Number:	5286271	LECTRIC LEPRECHAUN
Registration Number:	3112567	LIVE LOUD, ROCK HARD
Registration Number:	6059976	LLAMA LOVE
Registration Number:	5969331	LOVE AT FIRST FIGHT
Registration Number:	5633463	LOVELINE
Registration Number:	3504623	MENS ROOM
Registration Number:	3207436	MIKE FM
Registration Number:	4882855	PASS THE BUCK
Registration Number:	4368283	PINK DAT
Registration Number:	3276775	RANDOM RADIO
Registration Number:	4581846	REVERED RED
Registration Number:	5146502	RIPTIDE
Registration Number:	3290075	ROCKAHOLICS
Registration Number:	5696047	SCREENSHOTS
Registration Number:	4282831	SHAGGFEST
Registration Number:	3276752	SIMON

Property Type	Number	Word Mark
Registration Number:	3373864	SIMON SAYS ... "WE PLAY EVERYTHING"
Registration Number:	5176454	SMART REACH DIGITAL
Registration Number:	5050076	SMARTREACH
Registration Number:	6097714	SUPPORTING SOUND COMMUNITIES
Registration Number:	5969332	SWINGS & MRS.
Registration Number:	4047882	TASTE OF BOSTON
Registration Number:	3259204	THE BAYOU
Registration Number:	2506729	THE END
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:	5497488	TIMELESS SOUL
Registration Number:	5963463	TO WAR AND BACK
Registration Number:	5275259	TODAY'S 96.5
Registration Number:	5275480	TODAY'S 96.5
Registration Number:	3861116	WAKE UP CALL
Registration Number:	4368637	WE PLAY EVERYTHING
Registration Number:	3631349	WEEI
Registration Number:	3784625	WHINER LINE
Registration Number:	1918374	WLIF
Registration Number:	5347844	WQAM
Registration Number:	5331539	WXRT
Registration Number:	5969333	YOU BETTER YOU BET
Registration Number:	4189885	B101
Registration Number:	2724860	B-101 REWARDS
Registration Number:	2993924	STRESS-FREE WORKDAY

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

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE:	/Doris Ka/
DATE SIGNED:	03/25/2021
Total Attachments: 10 source=15. Entercom (2021) - Supplemental Trademark Security Agreement#page1.tif source=15. Entercom (2021) - Supplemental Trademark Security Agreement#page2.tif source=15. Entercom (2021) - Supplemental Trademark Security Agreement#page3.tif source=15. Entercom (2021) - Supplemental Trademark Security Agreement#page4.tif source=15. Entercom (2021) - Supplemental Trademark Security Agreement#page5.tif source=15. Entercom (2021) - Supplemental Trademark Security Agreement#page6.tif source=15. Entercom (2021) - Supplemental Trademark Security Agreement#page7.tif source=15. Entercom (2021) - Supplemental Trademark Security Agreement#page8.tif source=15. Entercom (2021) - Supplemental Trademark Security Agreement#page9.tif source=15. Entercom (2021) - Supplemental Trademark Security Agreement#page10.tif	

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 Kansas, LLC
Limited Liability Company - Delaware, USA
- 2. Entercom Missouri, LLC
Limited Liability Company - Delaware, USA
- 3. Entercom New York, LLC
Limited Liability Company - Delaware, USA
- 4. Entercom Operations, Inc. —
Corporation - Delaware, USA
- 5. Entercom Pennsylvania, LLC —
Limited Liability Company - Delaware, USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 25, 2021

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Deutsche Bank Trust Company Americas,
Name: as Notes Collateral Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: US 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
see attached Schedule I

B. Trademark Registration No.(s)
see attached 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: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: CBSR (35891.0939)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

80

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:

Doris Ka

Signature

March 25, 2021

Date

Doris Ka

Name of Person Signing

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

10

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 March 25, 2021 (this “**Agreement**”) among the 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 ENTERCOM MEDIA CORP., a Delaware corporation, located at 2400 Market Street, 4th Floor, Philadelphia, PA 19103 (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 Grantors 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.

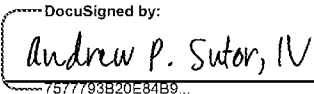
Section 6. Governing Law. The terms of Section 13.07 of the Indenture with respect to governing law are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

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.

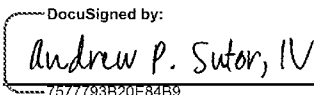
[Signatures on following page]

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

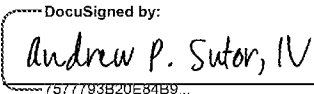
ENTERCOM KANSAS, LLC

By:  _____
DocuSigned by:
7577793B20E84B9...
Name: Andrew P. Sutor, IV
Title: Executive Vice President and Secretary

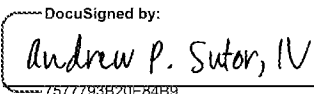
ENTERCOM MISSOURI, LLC

By:  _____
DocuSigned by:
7577793B20E84B9...
Name: Andrew P. Sutor, IV
Title: Executive Vice President and Secretary

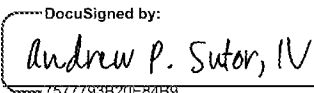
ENTERCOM NEW YORK, LLC

By:  _____
DocuSigned by:
7577793B20E84B9...
Name: Andrew P. Sutor, IV
Title: Executive Vice President and Secretary

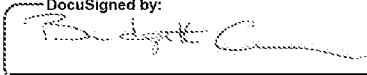
ENTERCOM OPERATIONS, INC.

By:  _____
DocuSigned by:
7577793B20E84B9...
Name: Andrew P. Sutor, IV
Title: Executive Vice President and Secretary

ENTERCOM PENNSYLVANIA, LLC


By:  _____
DocuSigned by:
7577793B20E84B9...
Name: Andrew P. Sutor, IV
Title: Executive Vice President and Secretary





Deutsche Bank Trust Company Americas, as
Notes Collateral Agent

By:  DocuSigned by:
F0840095BFE44D4
Name: Bridgette Casanovas
Title: Vice President

**Schedule I to
Trademark Security Agreement Supplement**

United States Trademarks, Service Marks and Trademark Applications

Owner	Name	Registration / Renewal #	Serial #
Entercom Kansas, LLC	THE ROCK OF KANSAS CITY	2355016	75669648
Entercom Missouri, LLC	[sound consisting a sequence of six musical notes - middle C, D, middle C, high C, A and G]	3056963	76625323
Entercom Missouri, LLC	Music With Class	3035754	78545291
Entercom New York, LLC	WPXY	2345669	75756824
Entercom Operations, Inc.	[no drawing - sound consists of repeating rhythmic metallic clacking of the operation of teleprinters]	5635561	87426249
Entercom Operations, Inc.	1Thing	4014278	77604309
Entercom Operations, Inc.	2 MINUTE PROMISE	4695192	86326562
Entercom Operations, Inc.	94.7 THE WAVE THE SOUL OF SOUTHERN CALIFORNIA & Design 	5589026	87682541
Entercom Operations, Inc.	Always Aggravated	5812438	88246880
Entercom Operations, Inc.	APRIL FOOLISHNESS	5329295	87416494
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

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Entercom Operations, Inc.	Design 	5589010	87677923
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Entercom Operations, Inc.	SIMON SAYS ... "WE PLAY EVERYTHING"	3373864	78604988
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Entercom Operations, Inc.	SMARTREACH	5050076	86064530
Entercom Operations, Inc.	Supporting Communities Sound	6097714	88487916
Entercom Operations, Inc.	Swings & Mrs.	5969332	88497514
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Entercom Operations, Inc.	You Better You Bet	5969333	88497639
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Entercom Pennsylvania, LLC	B-101 REWARDS	2724860	76038546
Entercom Pennsylvania, LLC	Stress-Free Workday	2993924	76598055