

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest Previously Recorded at Reel/Frame (6651/0833)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., as Resigning Collateral Agent		11/29/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, as Successor Collateral Agent		
Street Address:	500 Delaware Avenue		
Internal Address:	11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: 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	
Registration Number:	5589017		
Registration Number:	5448643		

CH \$2015.00 1381801

Property Type	Number	Word Mark
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
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
Registration Number:	3573959	CHARLIE
Registration Number:	3674496	CHARLIE FM
Registration Number:	3044745	DRAFT FEST
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
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
Registration Number:	3373864	SIMON SAYS ... "WE PLAY EVERYTHING"

Property Type	Number	Word Mark
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
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
Registration Number:	4189885	B101
Registration Number:	2724860	B-101 REWARDS
Registration Number:	2993924	STRESS-FREE WORKDAY
Serial Number:	88246880	ALWAYS AGGRAVATED
Serial Number:	88184720	CHANNEL Q
Serial Number:	87701488	COUNT ON COUNTRY
Serial Number:	88242878	DETROIT'S GOOD NEWS
Serial Number:	88163620	DRIBBLE DRIVE
Serial Number:	88289618	RADIO.COM WORLD PREMIERE
Serial Number:	88242818	RUDOLPH NETWORK
Serial Number:	88280775	THE MORNING CULTURE
Serial Number:	88289863	WORLD PREMIERE

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592

Email: jmull@stblaw.com

Correspondent Name: Courtney Welshimer

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2431

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED:	12/05/2023
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Total Attachments: 6

- source=T03 - Audacy - Trademark SI Assignment (Executed)#page1.tif
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This **ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS** (“Security Interest Assignment”), dated as of November 29, 2023, is made by **JPMORGAN CHASE BANK, N.A.** (“**JPM**”), in its capacity as the resigning Collateral Agent for the Secured Parties (in such capacity, the “Resigning Collateral Agent”), in favor of **WILMINGTON SAVINGS FUND SOCIETY, FSB**, in its capacity as successor Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacities, the “Successor Collateral Agent”).

WITNESSETH:

WHEREAS, reference is made to (i) the Security Agreement, dated as of October 17, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Audacy Capital Corp. (f/k/a Entercom Media Corp. and CBS Radio Inc.), a Delaware corporation, as borrower (together with its successors and assigns, the “Borrower”), the other guarantors identified therein and who from time to time become a party thereto (collectively, the “Guarantors”), and the Resigning Collateral Agent, and (ii) the Credit Agreement, dated as of October 17, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, including pursuant to Amendment No. 1, dated as of March 3, 2017, Amendment No. 2, dated as of November 17, 2017, Amendment No. 3, dated as of April 30, 2019, Amendment No. 4, dated as of December 13, 2019, Amendment No. 5, dated as of July 20, 2020, and Amendment No. 6, dated as of March 5, 2021, Amendment No. 7, dated as of June 15, 2023, Amendment No. 8, dated as of November 3, 2023, Amendment No. 9, dated as of November 13, 2023, and Amendment No. 10, dated as of November 19, 2023, the “Credit Agreement”) among the Borrower, the Guarantors from time to time party thereto, JPM, as Administrative Agent, Resigning Collateral Agent, the Swing Line Lender, and an L/C Issuer, and each lender named therein and from time to time party thereto;

WHEREAS, in connection with the Security Agreement and the Credit Agreement, the Resigning Collateral Agent is a party to that certain Trademark Security Agreement dated as of May 1, 2019 (the “Trademark Security Agreement”) with Entercom Operations, Inc. (now known as Audacy Operations, Inc.), Entercom Missouri, LLC (now known as Audacy Missouri, LLC), Entercom Pennsylvania, LLC (now known as Audacy Pennsylvania, LLC), and Entercom California, LLC (together, the “Grantors” and each a “Grantor”), and such Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 22, 2019 at Reel/Frame: 6651/0833;

WHEREAS, pursuant to the Trademark Security Agreement, 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, pledged to the Resigning Collateral Agent for the benefit of the Secured Parties, and granted to the Resigning Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title and interest in or to all Trademark Collateral (as such term is defined in the Trademark Security Agreement), including those United States trademark registrations and applications listed on Schedule A hereto, and all goodwill connected with the use thereof and symbolized thereby;

WHEREAS, pursuant that certain Agreement of Agent Resignation, Appointment and Acceptance, dated as of November 29, 2023, by and among the Borrower, the Resigning Collateral Agent and the Successor Collateral Agent, the Resigning Collateral Agent resigned as Collateral Agent and the Successor Collateral Agent was appointed as Collateral Agent; and

WHEREAS, the Resigning Collateral Agent desires to assign its rights under the Trademark Security Agreement to the Successor Collateral Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Security Interest Assignment and not otherwise defined herein have the meanings specified in the Security Agreement or the Trademark Security Agreement, as applicable. The rules of construction specified in Article I of the Credit Agreement also apply to this Security Interest Assignment.

2. Assignment. The Resigning Collateral Agent hereby assigns and delegates to the Successor Collateral Agent all of the rights, powers, duties and interests of the Resigning Collateral Agent under the Trademark Security Agreement, including the Resigning Collateral Agent's Security Interest in the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including the trademark registrations and applications listed on Schedule A hereto and the goodwill connected with the use thereof and symbolized thereby, and the Successor Collateral Agent hereby accepts and assumes all such rights, powers, duties, and interests of the Resigning Collateral Agent under the Trademark Security Agreement as if it were the original collateral agent thereunder, including the Security Interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark registrations and applications listed on Schedule A hereto and the goodwill connected with the use thereof and symbolized thereby.

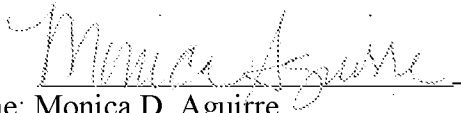
3. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

4. Recordation. The Resigning Collateral Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Security Interest Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

JPMORGAN CHASE BANK, N.A., in its capacity
as the Resigning Collateral Agent

By: 
Name: Monica D. Aguirre
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

JPMORGAN CHASE BANK, N.A., in its capacity
as the Resigning Collateral Agent

By: _____
Name:
Title:

**WILMINGTON SAVINGS FUND SOCIETY,
FSB**, in its capacity as the Successor Collateral Agent

By: Patrick J. Healy
Name: Patrick J. Healy
Title: Senior Vice President

SCHEDULE A

United States Trademarks, Service Marks and Trademark Applications

Owner	Name	Registration / Renewal #	Serial #
Entercom California, LLC ¹	KOIT	1381801	73545583
Audacy Missouri, LLC	Music With Class	3035754	78545291
Audacy Missouri, LLC	"RED" (sound mark)	3056963	76625323
Audacy Operations, Inc.	1010 WINS TELEPRINTER (Sound Mark)	5635561	87426249
Audacy 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
Audacy Operations, Inc.	KAMP	5454688	87343820
Audacy Operations, Inc.	KLUC	5325823	87343824
Audacy Operations, Inc.	KSFM	2343437	75712091
Audacy Operations, Inc.	KTWV	5325824	87343832
Audacy Operations, Inc.	LECTRIC LEPRECHAUN	5286271	87364395
Audacy Operations, Inc.	LOVELINE	5633463	87266984
Audacy Operations, Inc.	Design only	5589017	87679649
Audacy Operations, Inc.	Design only	5448643	87677918
Audacy Operations, Inc.	Design only	5589010	87677923
Audacy Operations, Inc.	Design only	5589011	87677925
Audacy Operations, Inc.	DALY DOWNLOAD	4857961	86475393
Audacy Operations, Inc.	94.7 THE WAVE THE SOUL OF SOUTHERN CALIFORNIA	5589026	87682541
Audacy Operations, Inc.	TIMELESS SOUL	5497488	87683347
Audacy Operations, Inc.	TODAY'S 96.5	5275259	87292326
Audacy Operations, Inc.	TODAY'S 96.5	5275480	87294955
Audacy Operations, Inc.	WLIF	1918374	74554388
Audacy Operations, Inc.	WQAM	5347844	87343847
Audacy Operations, Inc.	WXRT	5331539	87343857
Audacy Operations, Inc.	1Thing	4014278	77604309
Audacy Operations, Inc.	2 Minute Promise	4695192	86326562
Audacy Operations, Inc.	Always Aggravated	Application No. 88246880	88246880
Entercom Operations, Inc.	Better Music for a Better Day	4574578	85953969
Audacy Operations, Inc.	Better Music for a Better Workday	4574579	85954006
Audacy Operations, Inc.	Beyond Reality Radio	5166434	87148804
Audacy Operations, Inc.	Bourbon and Bacon Fest	4872170 - Supplemental Register	86416933
Audacy Operations, Inc.	Channel Q	Application No. 88184720	88184720
Audacy Operations, Inc.	Charlie	3573959	78610841
Audacy Operations, Inc.	Charlie FM	3674496	78610866
Audacy Operations, Inc.	Count on Country	Application	87701488
Entercom Operations, Inc.	Detroit's Good News	Application No. 88242878	88242878
Audacy Operations, Inc.	Draft Fest	3044745	78411468

¹ This trademark registration was assigned away by Entercom California, LLC to Bonneville International Corporation in an assignment recorded at R/F 6515/0030, prior to its being included on the schedule to the Trademark Security Agreement.

Owner	Name	Registration / Renewal #	Serial #
Audacy Operations, Inc.	Dribble Drive	Application No. 88163620	88163620
Audacy Operations, Inc.	Everything. All The Time!	5012849	86856748
Audacy Operations, Inc.	Florida Man Music Festival	5697424	88122045
Audacy Operations, Inc.	Free Your Radio	3484883	78372527
Audacy Operations, Inc.	GE ² Gaming + Experiential Entertainment	5235509	8717979
Audacy Operations, Inc.	God & Country	2881774	78302958
Audacy Operations, Inc.	I'm Listening	5451980	87599798
Audacy Operations, Inc.	Live Loud Rock Hard	3112567	78253188
Audacy Operations, Inc.	Mens Room	3504623	77397260
Audacy Operations, Inc.	Mike FM	3207436	78606526
Audacy Operations, Inc.	Pass The Buck	4882855	86450962
Audacy Operations, Inc.	Pink Dat	4368283	85790199
Entercom Operations, Inc.	<u>Radio.com</u> World Premiere	Application No. 88289618	88289618
Audacy Operations, Inc.	Random Radio	3276775	78605028
Entercom Operations, Inc.	Revered Red	4581846	86085356
Audacy Operations, Inc.	Riptide	5146502	87106906
Audacy Operations, Inc.	Rockaholics	3290075	77059914
Entercom Operations, Inc.	Rudolph Network	Application No. 88242818	88242818
Audacy Operations, Inc.	Screenshots	5696047	88032050
Audacy Operations, Inc.	Shagfest	4282831	85658408
Audacy Operations, Inc.	Simon	3276752	78598185
Audacy Operations, Inc.	Simon Says... "We Play Everything"	3373864	78604988
Audacy Operations, Inc.	SmartReach	5050076	86064530
Audacy Operations, Inc.	Smart Reach Digital	5176454	87170838
Audacy Operations, Inc.	Taste of Boston	4047882	85127059
Audacy Operations, Inc.	The Bayou	3259204	78542537
Audacy Operations, Inc.	The End	2506729	76190073
Entercom Operations, Inc.	The Morning Culture	Application No. 88280775	88280775
Audacy Operations, Inc.	The Mountain	3365561	77238295
Audacy Operations, Inc.	The Rise Guys	4336955	85282084
Audacy Operations, Inc.	The Rise Guys Morning Show	3814371	77879299
Audacy Operations, Inc.	Throwback Cash	5031861	86888202
Audacy Operations, Inc.	Traffic and Weather Whenever	5686512	86887055
Audacy Operations, Inc.	Wake Up Call	3861116	85028384
Audacy Operations, Inc.	We Play Everything	4368637	85828749
Audacy Operations, Inc.	WEEI	3631349	77633751
Audacy Operations, Inc.	Whiner Line	3784625	77835398
Entercom Operations, Inc.	World Premiere	Application No. 88289863	88289863
Audacy Pennsylvania, LLC	B101	4189885	85493973
Audacy Pennsylvania, LLC	B-101 Rewards	2724860	76038546
Audacy Pennsylvania, LLC	Stress-Free Workday	2993924	76598055