

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Townsquare Media Trenton, LLC		04/04/2012	LIMITED LIABILITY COMPANY: DELAWARE
Townsquare Media of El Paso, Inc.		04/04/2012	CORPORATION: DELAWARE
Townsquare Media Broadcasting, LLC		04/04/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	201 Merritt Seven
Internal Address:	as Administrative and Collateral Agent
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85530157	SOUTH JERSEY'S OWN VARIETY
Serial Number:	85360773	THE FW
Registration Number:	4034525	TASTE OF EL PASO
Serial Number:	85224111	105.7CRUSHFM.COM
Serial Number:	85223450	CRUSH FM
Serial Number:	85223517	105.7 CRUSH FM
Serial Number:	85223556	105.7 CRUSH FM 90S AND MORE
Serial Number:	85206025	105.7 CRUSH FM
Registration Number:	2923219	HAWAIIAN SHIRT FRIDAY
Registration Number:	3006176	# 1015

OP \$290.00 85530157

Registration Number:

1383700

WYRK

CORRESPONDENCE DATA

Fax Number: (212)656-1342

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-701-3345

Email: david.adams@thomsonreuters.com

Correspondent Name: James P. Murphy, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

James P. Murphy

Signature:

/david adams TR/

Date:

04/06/2012

Total Attachments: 8

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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):

Townsquare Media Trenton, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Delaware LLC

Citizenship (see guidelines) US - DE

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 04/04/2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: General Electric Capital Corporation,

Internal

Address: as Administrative and Collateral Agent

Street Address: 201 Merritt Seven

City: Norwalk

State: CT

Country: USA Zip: 06851

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship US - Delaware
 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)

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: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Fax Number: 212-378-2610

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

4

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:

James P. Murphy
 Signature
 JAMES P. MURPHY

April 4, 2012

Date

Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Sheet for Trademarks

Townsquare Media of El Paso, Inc.
Delaware Corporation
Citizenship – US – DE

Townsquare Media Broadcasting, LLC
Delaware LLC
Citizenship – US – DE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 4, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to provide term loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to provide their respective term loans to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein (including the recitals hereof) without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the Guaranty and Security Agreement and this Trademark Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

TOWNSQUARE MEDIA OF EL PASO, INC.
TOWNSQUARE MEDIA OF ST. CLOUD, INC.
TOWNSQUARE MEDIA TRENTON, LLC
TOWNSQUARE MEDIA BROADCASTING, LLC
TOWNSQUARE MEDIA, INC.
as Grantors

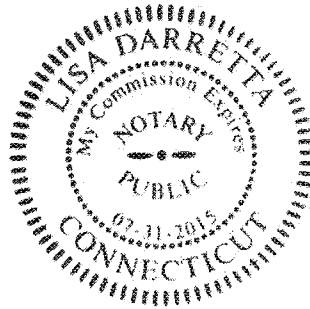
By: _____
Name: Stuart Rosenstein
Title: Executive Vice President and Chief
Financial Officer

ACKNOWLEDGEMENT OF GRANTOR

STATE OF CT
COUNTY OF Fairfield

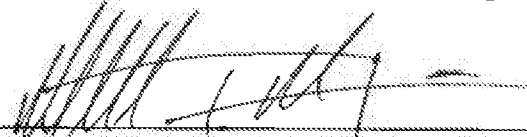
On this 30 day of March, 2012 before me personally appeared Stu Rosenstein proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on March 30, 2012 who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lisa Darretta
Notary Public



ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent and Collateral Agent

By: 
Name: Robert T. Williams III
Title: Duly Authorized Signatory

Schedule I

UNITED STATES TRADEMARKS:

Trademark	Application / Registration Number	Status	Registrant
SOUTH JERSEY'S OWN VARIETY	85530157	Pending Use Based	Townsquare Media Trenton, LLC
THE FW	85360773	Pending Use Based	Townsquare Media Trenton, LLC
TASTE OF EL PASO	4034525	Registered	Townsquare Media of El Paso, Inc.
105.7CRUSHFM.COM	85224111	Pending Intent to Use	Townsquare Media Broadcasting, LLC
CRUSH FM	85223450	Suspended	Townsquare Media Broadcasting, LLC
105.7 CRUSH FM	85223517	Pending Intent to Use	Townsquare Media Broadcasting, LLC
105.7 CRUSH FM 90S AND MORE	85223556	Pending Intent to Use	Townsquare Media Broadcasting, LLC
105.7 CRUSH FM	85206025	Pending Intent to Use	Townsquare Media Broadcasting, LLC
HAWAIIAN SHIRT FRIDAY	2923219	Registered	Townsquare Media of St. Cloud, Inc.
# 1015	3006176	Registered	Townsquare Media Trenton, LLC
WYRK	1383700	Registered	Townsquare Media, Inc.