

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Townsquare Media, LLC		11/14/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. WASHINGTON STREET, SUITE 2100		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85818347	LOUDWIRE	
Serial Number:	85814899	TASTE OF COUNTRY	
Serial Number:	85815043	POP CRUSH	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2123108000		
Email:	brian.lee@weil.com		
Correspondent Name:	Philip Ratner		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	60851.0185/P. RATNER/BL		

NAME OF SUBMITTER:	Philip Ratner
Signature:	/Philip Ratner/
Date:	11/18/2013
Total Attachments: 6 source=US_Active_Townsquare - Executed PIK Trademark Security Agreement_4436954 #page1.tif source=US_Active_Townsquare - Executed PIK Trademark Security Agreement_4436954 #page2.tif source=US_Active_Townsquare - Executed PIK Trademark Security Agreement_4436954 #page3.tif source=US_Active_Townsquare - Executed PIK Trademark Security Agreement_4436954 #page4.tif source=US_Active_Townsquare - Executed PIK Trademark Security Agreement_4436954 #page5.tif source=US_Active_Townsquare - Executed PIK Trademark Security Agreement_4436954 #page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2013, is made by Townsquare Media, LLC (the “Grantor”), in favor of Cortland Capital Market Services LLC, as Security Agent (in such capacity, together with its successors and permitted assigns, the “Security Agent”) for the Purchasers (as defined in the Purchase Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Purchase Agreement, dated as of November 14, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), among the Issuer, the guarantors party thereto, the Security Agent and the Purchasers, the Purchasers have severally agreed to purchase the Notes from the Issuer upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Security Agent to enter into the Purchase Agreement and to induce the Purchasers to purchase their respective Notes from Issuer thereunder, the Grantor hereby agrees with the Security Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Security Agent for the benefit of the Secured Parties, and grants to the Security 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 the Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule 1 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the

rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement and this Trademark Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

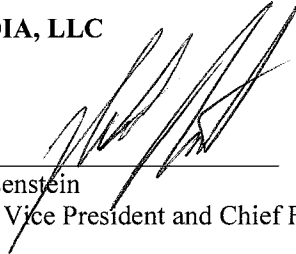
Very truly yours,

TOWNSQUARE MEDIA, LLC
as Grantor

By: _____

Name: Stuart Rosenstein

Title: Executive Vice President and Chief Financial
Officer

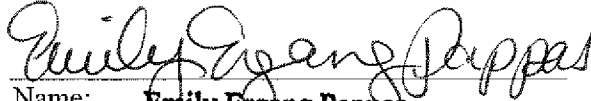
A handwritten signature in black ink, appearing to be "S. Rosenstein", written over a horizontal line.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005156 FRAME: 0427

ACCEPTED AND AGREED
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Security Agent

By: 
Name: **Emily Ergang Pappas**
Title: **Associate Counsel**

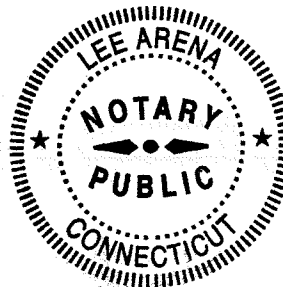
ACKNOWLEDGMENT OF GRANTOR

STATE OF CT)

COUNTY OF Fairfield)

On this 8 day of November, 2013 before me personally appeared Stuart Rosenstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Townsquare Media, LLC, 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.

Lee Arena
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005156 FRAME: 0429

Schedule 1

	Trademark	Country	Status	Application Number	Application Date	Owner
1.	LOUDWIRE	U.S. Federal	Pending	85818347	08-JAN-2013	Townsquare Media, LLC
2.	TASTE OF COUNTRY	U.S. Federal	Pending	85814899	03-JAN-2013	Townsquare Media, LLC
3.	POP CRUSH	U.S. Federal	Pending	85815043	03-JAN-2013	Townsquare Media, LLC