

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
Pop Radio LLC		01/03/2014	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	185 Asylum Street		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78641643	IN	
Serial Number:	78552987	PERFECT MEDIA	
Serial Number:	77421369	IN STORE BROADCASTING NETWORK	
CORRESPONDENCE DATA			
Fax Number:	8603312699		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8603312698		
Email:	dpraus@hinckleyallen.com		
Correspondent Name:	Danielle Ryan-Praus		
Address Line 1:	20 Church Street		
Address Line 2:	Hinckley, Allen & Snyder LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Danielle Ryan-Praus		

OP \$90.00 78641643

Signature:	/Danielle Ryan-Praus/
Date:	01/06/2014
<p>Total Attachments: 20 source=Assignment for Security#page1.tif source=Assignment for Security#page2.tif source=Assignment for Security#page3.tif source=Security Trademark Agreement#page1.tif source=Security Trademark Agreement#page2.tif source=Security Trademark Agreement#page3.tif source=Security Trademark Agreement#page4.tif source=Security Trademark Agreement#page5.tif source=Security Trademark Agreement#page6.tif source=Security Trademark Agreement#page7.tif source=Security Trademark Agreement#page8.tif source=Security Trademark Agreement#page9.tif source=Security Trademark Agreement#page10.tif source=Security Trademark Agreement#page11.tif source=Security Trademark Agreement#page12.tif source=Security Trademark Agreement#page13.tif source=Security Trademark Agreement#page14.tif source=Security Trademark Agreement#page15.tif source=Security Trademark Agreement#page16.tif source=Security Trademark Agreement#page17.tif</p>	

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, POP RADIO, LLC (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated January 3, 2014 (the "Security Agreement") in favor of WEBSTER BANK, NATIONAL ASSOCIATION (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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 WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 3, 2014.

Witnessed by:

POP RADIO, LLC



By: 
Name: Gary Seem
Title: Manager

Signature page to Assignment for Security (Trademarks)

STATE OF NJ)
)ss.: _____
COUNTY OF Merger)

Before me, the undersigned this 3 day of January, 2014, personally appeared Gary Seem, known to me to be the duly authorized Manager of Pop Radio, LLC, a Utah limited liability company and s/he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed as such officer, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and seal

Cynthia Shamlian

Notary Public

Commission Expires:

CYNTHIA SHAMLIAN
Notary Public
State of New Jersey
My Commission Expires Dec. 17, 2018

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY
(TRADEMARKS AND TRADEMARK APPLICATIONS)

Country	Serial Number (US)/Application Number (CA)	Registration Number	Work Mark	Mark Owner
United States	78641643	3262526	In	Pop Radio LLC
United States	78552987	3432654	Perfect Media	Pop Radio LLC
United States	77421369	3644528	In Store Broadcasting Network	Pop Radio LLC
Canada	1286845	TMA734371	In	Pop Radio LLC
Canada	1286846	TMA741045	Perfect Media	Pop Radio LLC
Canada	1286847	TMA734445	In Store Broadcasting Network	Pop Radio LLC

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of January 3, 2014 between **POP RADIO LLC**, a Utah limited liability company (the "Grantor") and **WEBSTER BANK, NATIONAL ASSOCIATION** (the "Lender").

W I T N E S S E T H:

WHEREAS, Grantor and Lender have entered into a Credit and Security Agreement dated as of even date herewith (as amended, modified, supplemented or restated from time to time, the "Credit Agreement") providing for the extension of credit by the Lender to the Grantor; and

WHEREAS, the Lender has required, as a condition precedent to the extension of credit to the Grantor under the Credit Agreement, that the Grantor grant to the Lender, security interests in and to the Trademarks, Trademark Licenses, and other Trademark Collateral, as such terms are hereinafter defined.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Lender hereby agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning ascribed to such term in the Credit Agreement.

(b) The words "hereof", "herein", and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural and vice versa, unless otherwise specified.

2. Incorporation of Recitals. The recitals above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks and Trademark Licenses, etc. To secure the complete and timely payment and performance when due of all of the Obligations, the Grantor hereby grants to the Lender a first priority lien on and perfected security interest in, with power of sale to the extent permitted by applicable law, all of the Grantor's now owned or existing and hereafter acquired or arising property, and interests in property, described below, and all proceeds thereof (collectively "Trademark Collateral"):

(a) trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications, including, without

limitation, the trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith, and (v) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, trade names, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 3(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party to the extent such agreements are assignable, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all assets now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

4. Restrictions on Future Agreements. The Grantor will not, without the Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further agrees that it will not take any action, and will use reasonable commercial efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Trademarks, Trademark Licenses, or other Trademark Collateral.

5. Representations and Warranties; Certain Covenants. The Grantor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule A include all of the United States trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service marks and service mark applications now owned or held by the Grantor, (b) the Trademark Licenses listed on Schedule B include all of the United States trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor, (c) no infringement or unauthorized use presently is being made of any of the Trademarks by any Person, (d) Grantor is the sole and exclusive owner of the Trademarks and is a party and signatory to all the Trademark Licenses set forth on Schedules A and B, respectively, and no liens, claims or security interests in such Trademarks and Trademark Licenses have been granted by the Grantor to any person other than the Lender, except that the Grantor's rights in the Trademarks and Trademark Licenses are subject to the liens and other restrictions set forth on Schedule C attached hereto, (e) each of the Trademarks listed on Schedule A is subsisting and, has not been adjudged invalid, infringing or unenforceable, in

whole or in part, none of the Trademarks are the subject of any proceedings before the Trademark Trial and Appeals Board, nor are any such proceedings currently threatened, and, to the best of Grantor's knowledge, each of the Trademarks is valid and enforceable, (f) Grantor has rights in and good and defensible title to the existing Trademark Collateral, (g) for any Trademark Collateral for which Grantor is either licensor or a licensee pursuant to any Trademark Licenses: (i) each such license or licensing agreement is in full force and effect; (ii) the Grantor is not in default of any of its obligations thereunder; (iii) there exists no event, condition or occurrence which, with the giving of notice or lapse of time, or both, would constitute a breach or default by the Grantor thereunder; (iv) no party to any such agreement has given the Grantor notice of its intention to cancel, terminate or fail to renew any such agreement; and (v) other than the parties to such agreements, no other Person has any rights in or to any of such Trademark Collateral, (h) to the best of Grantor's knowledge, the past, present and contemplated future use of the Trademark Collateral by the Grantor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person, (i) the exercise by the Lender of any of its rights and remedies hereunder will not contravene any law or any contractual restriction binding on or otherwise affecting the Grantor or any of its properties and will not result in or require the creation of any Lien, security interest or other charge or encumbrance upon or with respect to any of its properties, (j) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person, is required for (i) the grant by the Grantor, or the perfection, of the security interest purported to be created hereby in the Trademark Collateral or (ii) the exercise by the Lender of any of its rights and remedies hereunder, except (A) for the filing of UCC financing statements in accordance with the Loan Documents and the recording of the Assignment for Security (Trademarks), substantially in the form of Exhibit A hereto in the United States Patent and Trademark Office or (B) with respect to the perfection of the security interest created hereby in foreign Trademarks for registrations and filings in jurisdictions located outside of the United States and covering rights in such jurisdictions relating to the foreign Trademarks, and Trademark Licenses, (k) this Agreement creates a valid security interest in favor of the Lender in the Trademark Collateral, as security for the Obligations, and (l) the filing of UCC financing statements in accordance with the Loan Documents and the recording of the Assignment for Security (Trademarks), executed pursuant hereto in the United States Patent and Trademark Office and, with respect to Trademarks hereafter existing and not covered by an Assignment for Security (Trademarks), the recording in the United States Patent and Trademark Office of appropriate instruments of assignment, result in the perfection of such security interests, which such security interests are, or in the case of Trademark Collateral in which the Grantor obtains rights after the date hereof, will be, perfected, first priority security interests. If the Grantor shall (i) obtain rights to any new Trademarks, registered Trademarks, trademark applications, tradenames, service marks registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trade names, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. The Grantor shall give to the Lender written notice of each event described in clause (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof. The Grantor hereby authorizes the Lender to modify this Agreement unilaterally (i) by amending Schedule A to include any

future Trademarks and by amending Schedule B to include any future Trademark Licenses which are Trademarks or Trademark Licenses under paragraph 3 above or under this paragraph and (ii) by executing and delivering appropriate instruments of assignment for recordation in the United States Patent and Trademark Office.

6. Royalties. The Grantor hereby agrees that the Lender's rights to use the Trademarks and Trademark Licenses as authorized hereunder in connection with the Lender's exercise of its rights and remedies under paragraph 14 or under the Credit Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and the Lender shall have no liability to the Grantor for royalties or other related charges on account of any such use.

7. Right to Inspect; Further Assignments and Security Interests. The Lender may at all reasonable times during normal business hours and with reasonable frequency upon reasonable notice to the Grantor (and at any time after the occurrence of an Event of Default) have access to, examine, audit, make copies and extracts from and inspect the Grantor's books, records and operations relating to the Trademarks and Trademark Licenses, provided, however, that in conducting such inspections and examinations, the Lender shall use reasonable efforts not to disturb unnecessarily the conduct of the Grantor's ordinary business operations. From and after the occurrence of an Event of Default, the Grantor agrees that the Lender, or a conservator appointed by the Lender, shall have the right to establish such reasonable additional product quality controls as the Lender or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold or services rendered by the Grantor under the Trademarks and the Trademark Licenses or in connection with which such Trademarks and Trademark Licenses are used. The Grantor agrees (a) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Trademark Licenses without the prior and express written consent of the Lender, (b) to maintain the quality of such products as of the date hereof, and (c) not to change the quality of such products in any material respect without the Lender's prior and express written consent, unless any of the foregoing actions could not reasonably be expected to result in a Material Adverse Effect.

8. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement shall create a continuing security interest in the Trademarks, Trademark Licenses and other Trademark Collateral and shall terminate only when the Obligations have been paid in full and the Credit Agreement has been terminated. Upon such termination, all rights to the Trademarks, Trademark Licenses and other Trademark Collateral shall revert to the Grantor. After the termination of such security interest, the Lender shall execute and deliver to the Grantor, at the Grantor's expense, and promptly after the Grantor's request, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks, Trademark Licenses, and other Trademark Collateral, subject to any disposition thereof which may have been made by the Lender in accordance with applicable law and the terms of this Agreement and the Credit Agreement.

9. Duties of the Grantor. The Grantor shall have the duty to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for material trademarks or material service marks, but only to the extent that the Grantor

determines that such actions are in the best interests of its business. The Grantor further agrees (a) not to abandon any Trademark or Trademark License which is used in or useful to its business without the prior written consent of the Lender, and (b) to use its reasonable efforts to maintain in full force and effect the Trademarks and Trademark Licenses that are or shall be necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Lender shall not have any duty with respect to the Trademarks and Trademark Licenses. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Trademark Licenses against any other parties, but the Lender may do so at its option from and after the occurrence of an Event of Default, and all reasonable and, in the commercially reasonable business judgment of the Lender, necessary, expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations secured hereby.

10. The Lender's Right to Sue. From and after the occurrence of an Event of Default, the Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Trademark Licenses and, if the Lender shall commence any such suit, the Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required in aid of such enforcement and requested by the Lender. The Grantor shall, upon demand, promptly reimburse the Lender for all reasonable and, in the commercially reasonable business judgment of the Lender, necessary, costs and expenses incurred by it in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable and, in the commercially reasonable business judgment of the Lender, necessary, fees and expenses of attorneys for the Lender). In the event the Lender shall commence any such enforcement action, the Lender shall use its reasonable efforts to provide the Grantor with ten (10) days prior written notice thereof, and shall provide the Grantor with an opportunity to participate in any such action, at the Grantor's expense.

11. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by the Grantor of any provisions of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender and directed to the Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

14. Power of Attorney; Cumulative Remedies. (a) The Grantor hereby irrevocably designates, constitutes and appoints the Lender (and all Persons designated by the Lender in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and to the extent permitted by applicable law authorizes the Lender and any of the Lender's designees, in the Grantor's or the Lender's name, to take any action and execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, if the Grantor fails to take such action or execute such instrument within a reasonable time after the Lender's written request therefor, from and after the occurrence of an Event of Default and the giving by the Lender of notice to the Grantor of the Lender's intention to enforce its rights and claims against the Grantor, including, without limitation, to the extent permitted by applicable law, authorization to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or, in the commercially reasonable business judgment of the Lender, desirable, for the Lender in the use of the Trademarks, the Trademark Licenses or the other Trademark Collateral; (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, the Trademark Licenses or the other Trademark Collateral to anyone in a commercially reasonable manner and on commercially reasonable terms; (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to anyone in a commercially reasonable manner and on commercially reasonable terms; and (iv) take any other actions with respect to the Trademarks, the Trademark Licenses or the other Trademark Collateral as the Lender, in its commercially reasonable business judgment, deems necessary. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full and the Credit Agreement shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the applicable jurisdiction. Upon the occurrence of an Event of Default and the election by the Lender to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks, Trademark Licenses, or the other Trademark Collateral, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks, the Trademark Licenses and the other Trademark Collateral to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the exercise of the Lender's commercially reasonable judgment, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks, the Trademark Licenses, and the other Trademark Collateral whether established hereby, by the Credit Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. It is hereby expressly agreed that upon the occurrence of an Event of Default, the Lender may exercise any of the rights and

remedies provided in this Agreement and any other of the other Loan Documents, in accordance with the terms hereof and thereof and to the extent permitted by applicable law.

15. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Lender and its permitted successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

16. Governing Law. THIS AGREEMENT, AND THE OBLIGATIONS ARISING HEREUNDER, SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS AND DECISIONS OF THE STATE OF CONNECTICUT WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAW AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

17. Notices. All notices or other communications hereunder shall be given in the manner and delivered to the addresses set forth in the Credit Agreement.

18. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic transmission, including "pdf" format, shall be effective as delivery of a manually executed counterpart of this Agreement.

20. Recordation of Assignment for Security (Trademarks). Simultaneously with the execution and delivery of this Agreement, the Grantor will execute and deliver to the Lender an Assignment for Security (Trademarks) in the form attached hereto as Exhibit A for recordation in the United States Patent and Trademark Office.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the day and year first above written.

Witnessed by:

POP RADIO LLC

Cynthia Shamlian

By: [Signature]
Name: Gary Seem
Title: Manager

By its acceptance hereof as of the day and year first above written, the Lender agrees to be bound by the provisions hereof.

Witnessed by:

WEBSTER BANK, NATIONAL
ASSOCIATION

By: _____
Name: Barbara R. Flight
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

STATE OF NJ)
) ss.: _____
COUNTY OF Mercer)

Before me, the undersigned this 3 day of January, 2014 personally appeared Gary Seem, known to me to be the duly authorized Manager of Pop Radio LLC, a Utah limited liability company and he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed as such officer, and the free act and deed of said limited liability company.

In Witness Whereof, I hereunto set my hand and seal

Cynthia Shamlian

Notary Public
Commission Expires:

CYNTHIA SHAMLIAN
Notary Public
State of New Jersey
My Commission Expires Dec. 17, 2018

[Acknowledgment Page to Trademark Security Agreement]

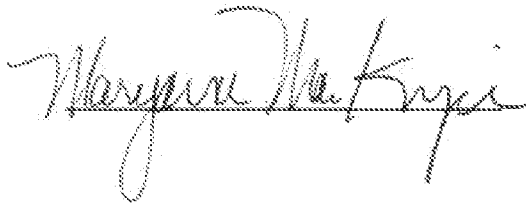
IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the day and year first above written.

Witnessed by: POP RADIO LLC

By: _____
Name: Gary Seem
Title: Manager

By its acceptance hereof as of the day and year first above written, the Lender agrees to be bound by the provisions hereof.


Witnessed by: WEBSTER BANK, NATIONAL ASSOCIATION


By: _____
Name: Barbara R. Flight
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

STATE OF MA)
) ss.: _____
COUNTY OF Suffolk)

On this ____ day of January, 2014, before me personally came Barbara R. Flight, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that she is the Senior Vice President of WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association, and that he/she executed the foregoing instrument in the name of WEBSTER BANK, NATIONAL ASSOCIATION, and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public
Commission Expires:



TIMOTHY JOHN DALY
Notary Public
Commonwealth of Massachusetts
My Commission Expires NOVEMBER 14, 2019

[Signature Page to Trademark Security Agreement]

Schedule A
to
Trademark Security Agreement

Country	Serial Number (US)/Application Number (CA)	Registration Number	Work Mark	Mark Owner
United States	78641643	3262526	In	Pop Radio LLC
United States	78552987	3432654	Perfect Media	Pop Radio LLC
United States	77421369	3644528	In Store Broadcasting Network	Pop Radio LLC
Canada	1286845	TMA734371	In	Pop Radio LLC
Canada	1286846	TMA741045	Perfect Media	Pop Radio LLC
Canada	1286847	TMA734445	In Store Broadcasting Network	Pop Radio LLC

Schedule B
to
Trademark Security Agreement
Trademark Licenses

1. Limited Trademark License Agreement between POP Radio LLC and In-Store Broadcasting Network, LLC, for use of the mark “IN”, dated May 18, 2012; and
2. Limited Trademark License Agreement between POP Radio LLC and InTouch LLC, for use of the mark “IN”, dated May 18, 2012.

Schedule C
to
Trademark Security Agreement
Liens and Other Restrictions

NONE.

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, POP RADIO LLC (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated January 3, 2014 (the "Security Agreement") in favor of WEBSTER BANK, NATIONAL ASSOCIATION (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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 WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 3, 2014.

Witnessed by: POP RADIO LLC

By: _____
Name:
Title:

STATE OF _____)
)ss.: _____
COUNTY OF _____)

Before me, the undersigned this ___ day of January, 2014, personally appeared _____, known to me to be the duly authorized _____ of Pop Radio LLC, a Utah limited liability company and s/he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed as such officer, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and seal

Notary Public
Commission Expires:

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Country	Serial Number (US)/Application Number (CA)	Registration Number	Work Mark	Mark Owner
United States	78641643	3262526	In	Pop Radio LLC
United States	78552987	3432654	Perfect Media	Pop Radio LLC
United States	77421369	3644528	In Store Broadcasting Network	Pop Radio LLC
Canada	1286845	TMA734371	In	Pop Radio LLC
Canada	1286846	TMA741045	Perfect Media	Pop Radio LLC
Canada	1286847	TMA734445	In Store Broadcasting Network	Pop Radio LLC