

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308298

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TAGSTATION, LLC		06/10/2014	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3921206	TAGSTATION	
<b>Registration Number:</b>	4280450	NEXTRADIO	
<b>Registration Number:</b>	4466266		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Email:</b>	smckinney@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Scott A. McKinney		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	12941-039		
<b>NAME OF SUBMITTER:</b>	Scott McKinney		
<b>SIGNATURE:</b>	/Scott McKinney/		
<b>DATE SIGNED:</b>	06/20/2014		
<b>Total Attachments: 5</b>			
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**NOTICE OF SECURITY INTERESTS IN  
TRADEMARKS**

This NOTICE OF SECURITY INTERESTS IN TRADEMARKS (this “Agreement”), dated as of June 10, 2014, is made by TAGSTATION, LLC, an Indiana limited liability company (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent for the equal and ratable benefit of the Secured Creditors (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”).

The Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 10, 2014, in favor of the Administrative Agent for the equal and ratable benefit of the Secured Creditors (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “GCA”). The Grantor has pledged and granted to the Administrative Agent a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is, hereby acknowledged, the Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the GCA or Credit Agreement referred to therein.

2. Grant of Security Interest. (a) This Agreement is made to secure the payment of all of the Secured Obligations as provided more fully in the GCA. Upon the termination of the GCA and release of the liens thereunder as provided in Section 7.12(a) of the GCA or upon the release of the Collateral pursuant to and in accordance with Section 7.12(b) through (d) of the GCA, the Administrative Agent shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks and will take any other action required by Section 7.12(e) of the GCA, including, without limitation, the filing of terminations and releases with the United States Patent and Trademark Office.

(b) As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in and to all of the Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the “Trademarks”), but excluding any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or

15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the GCA and is expressly subject to the terms and conditions thereof. The GCA (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the GCA and the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the GCA, the terms of the GCA shall govern.

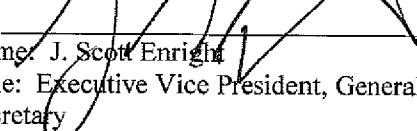
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**TAGSTATION, LLC**

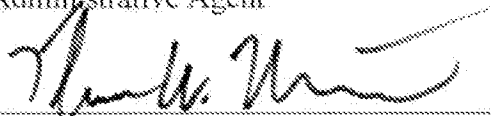
By   
Name: J. Scott Enright  
Title: Executive Vice President, General Counsel and  
Secretary

[Notice of Security Interests in Trademarks]

**TRADEMARK**  
**REEL: 005306 FRAME: 0957**

**JPMORGAN CHASE BANK, N.A.,**  
As Administrative Agent

By: \_\_\_\_\_



Thomas W. Harrison  
Senior Vice President / Authorized Officer

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Reg. Date/ Filing Date</b>	<b>Reg. No./Serial No.</b>
Tagstation	2/15/2011	3,921,206
NextRadio	1/22/2013	4,280,450
NextRadio (logo)	1/14/2014	4,466,266
NextRadio (logo)	2/6/2014	1,427,389
NextRadio (logo)	6/27/2013	1,573,329
NextRadio	6/27/2013	1,168,687
NextRadio (logo)	6/27/2013	1,169,585

Pending Trademark Applications

<b>Mark</b>	<b>Reg. Date/ Filing Date</b>	<b>Reg. No./Serial No.</b>
NextRadio	7/10/2013	163,527,700
NextRadio (including logo)	7/10/2013	163,527,800
NextRadio	6/27/2013	1,571,953
NextRadio (logo)	9/3/2013	840,630,514
NextRadio	7/18/2013	840,582,960