

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337124

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                       |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | Security Agreement                                   |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                                      | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Townsquare Live Events, LLC   |  | 04/01/2015            | LIMITED LIABILITY COMPANY: DELAWARE |
| Townsquare Live Events Minnesota, LLC, a Delaware Limited Liability Corporation |  | 04/01/2015            | LIMITED LIABILITY COMPANY: DELAWARE |
| Townsquare Media Broadcasting, LLC, a Delaware Limited Liability Corporation    |  | 04/01/2015            | LIMITED LIABILITY COMPANY: DELAWARE |
| Townsquare Media of Buffalo, Inc., a Delaware Corporation                       |  | 04/01/2015            | CORPORATION: DELAWARE               |
| Townsquare Media of El Paso, Inc., a Delaware Corporation                       |  | 04/01/2015            | CORPORATION: DELAWARE               |
| Townsquare Media Portland LLC, a Delaware Limited Liability Corporation         |  | 04/01/2015            | LIMITED LIABILITY COMPANY: DELAWARE |
| Townsquare Media Portsmouth LLC, a Delaware Limited Liability Corporation       |  | 04/01/2015            | LIMITED LIABILITY COMPANY: DELAWARE |
| Townsquare Media Trenton, LLC, a Delaware Limited Liability Corporation         |  | 04/01/2015            | LIMITED LIABILITY COMPANY: DELAWARE |
| Townsquare Next, LLC, a Delaware Limited Liability Corporation                  |  | 04/01/2015            | LIMITED LIABILITY COMPANY: DELAWARE |
| Townsquare Media, Inc., a Delaware Corporation                                  |  | 04/01/2015            | CORPORATION: DELAWARE               |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | Royal Bank of Canada, as Administrative Agent        |                       |                                     |
| <b>Street Address:</b>  | Agency Services Group 20 King Street West, 4th Floor |                       |                                     |
| <b>City:</b>  | Toronto  |                       |                                     |
| <b>State/Country:</b>   | CANADA   |                       |                                     |
| <b>Postal Code:</b>   | M5H 1C4  |                       |                                     |
| <b>Entity Type:</b>   | Bank: CANADA   |                       |                                     |
| <b>PROPERTY NUMBERS Total: 41</b>   |  |                       |                                     |

OP \$1040.00 4187511

TRADEMARK

| <b>Property Type</b>        | <b>Number</b> | <b>Word Mark</b>                 |
|-----------------------------|---------------|----------------------------------|
| <b>Registration Number:</b> | 4187511       | 105.7 CRUSH FM                   |
| <b>Registration Number:</b> | 4246569       | 105.7 CRUSH FM 90S AND MORE      |
| <b>Registration Number:</b> | 4242622       | 105.7CRUSHFM.COM                 |
| <b>Registration Number:</b> | 4130977       | THE FW                           |
| <b>Registration Number:</b> | 1383700       | WYRK                             |
| <b>Registration Number:</b> | 4034525       | TASTE OF EL PASO                 |
| <b>Registration Number:</b> | 2052902       | WCYY                             |
| <b>Registration Number:</b> | 2161792       | WHOM                             |
| <b>Registration Number:</b> | 2158780       | WJBQ                             |
| <b>Registration Number:</b> | 1448909       | WBLM                             |
| <b>Registration Number:</b> | 1455767       | WBLM                             |
| <b>Registration Number:</b> | 1387765       | WOKQ                             |
| <b>Registration Number:</b> | 2158779       | WPKQ                             |
| <b>Registration Number:</b> | 3006176       | # 1015                           |
| <b>Registration Number:</b> | 4312333       | WE FEST                          |
| <b>Serial Number:</b>       | 86425473      | AMERICA ON TAP                   |
| <b>Serial Number:</b>       | 86423031      | INSANE INFLATABLE 5K             |
| <b>Registration Number:</b> | 4213371       | SOUTH JERSEY'S OWN VARIETY       |
| <b>Registration Number:</b> | 3041656       | SOJO 104.9                       |
| <b>Registration Number:</b> | 3034061       | FROM THE BRIDGES TO THE BEACH    |
| <b>Registration Number:</b> | 3041657       | SOJO                             |
| <b>Registration Number:</b> | 3054283       | SOUTH JERSEY'S OWN RADIO STATION |
| <b>Registration Number:</b> | 4435230       | LOUDWIRE                         |
| <b>Registration Number:</b> | 4435223       | POP CRUSH                        |
| <b>Registration Number:</b> | 4435221       | TASTE OF COUNTRY                 |
| <b>Registration Number:</b> | 4679065       | ANTENNA                          |
| <b>Registration Number:</b> | 3545510       | COMICS ALLIANCE                  |
| <b>Registration Number:</b> | 3778878       | KING                             |
| <b>Registration Number:</b> | 3022790       | KING                             |
| <b>Registration Number:</b> | 3022791       | KING                             |
| <b>Registration Number:</b> | 3779031       | KING MOBILE                      |
| <b>Registration Number:</b> | 3782432       | NOISECREEP                       |
| <b>Registration Number:</b> | 3740798       | XXL                              |
| <b>Registration Number:</b> | 3756583       | XXL                              |
| <b>Registration Number:</b> | 3756582       | XXL                              |
| <b>Registration Number:</b> | 3756577       | XXL                              |
| <b>Registration Number:</b> | 3778879       | XXL                              |
| <b>Registration Number:</b> | 2105347       | XXL                              |

| Property Type        | Number   | Word Mark        |
|----------------------|----------|------------------|
| Registration Number: | 3555703  | XXL BLOCK TALK   |
| Registration Number: | 3785678  | XXL MOBILE       |
| Serial Number:       | 86285617 | TOWNSQUARE MEDIA |

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

|                           |                                 |
|---------------------------|---------------------------------|
| <b>NAME OF SUBMITTER:</b> | Elaine Carrera, Legal Assistant |
| <b>SIGNATURE:</b>         | /Marina Kelly, Thomson Reuters/ |
| <b>DATE SIGNED:</b>       | 04/02/2015                      |

**Total Attachments: 9**

- source=11 Trademark Security Agreement#page1.tif
- source=11 Trademark Security Agreement#page2.tif
- source=11 Trademark Security Agreement#page3.tif
- source=11 Trademark Security Agreement#page4.tif
- source=11 Trademark Security Agreement#page5.tif
- source=11 Trademark Security Agreement#page6.tif
- source=11 Trademark Security Agreement#page7.tif
- source=11 Trademark Security Agreement#page8.tif
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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 Live Events, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) April 1, 2015

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Royal Bank of Canada, as Administrative Agent

Agency Services Group

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship Canada

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) \_\_\_\_\_ Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

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: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

41

**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:**

Elaine Carrera  
Signature

April 1, 2015  
Date

Elaine Carrera  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Townsquare Live Events Minnesota, LLC, a Delaware Limited Liability Corporation  
Citizenship – US – Delaware

Townsquare Media Broadcasting, LLC, a Delaware Limited Liability Corporation  
Citizenship – US – Delaware

Townsquare Media of Buffalo, Inc., a Delaware Corporation  
Citizenship – US – Delaware

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

Townsquare Media Portland LLC, a Delaware Limited Liability Corporation  
Citizenship – US – Delaware

Townsquare Media Portsmouth LLC, a Delaware Limited Liability Corporation  
Citizenship – US – Delaware

Townsquare Media Trenton, LLC, a Delaware Limited Liability Corporation  
Citizenship – US – Delaware

Townsquare Next, LLC, a Delaware Limited Liability Corporation  
Citizenship – US – Delaware

Townsquare Media, Inc., a Delaware Corporation  
Citizenship – US – Delaware

**EXECUTION VERSION**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Royal Bank of Canada (“Royal Bank”), 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).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of April 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders and Royal Bank, 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 U.S. Federal 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.      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.

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]

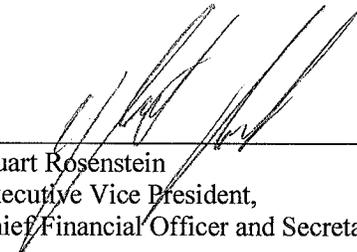
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TOWNSQUARE LIVE EVENTS, LLC  
TOWNSQUARE LIVE EVENTS MINNESOTA, LLC  
TOWNSQUARE MEDIA BROADCASTING, LLC  
TOWNSQUARE MEDIA OF BUFFALO, INC.  
TOWNSQUARE MEDIA OF EL PASO, INC.  
TOWNSQUARE MEDIA PORTLAND LLC  
TOWNSQUARE MEDIA PORTSMOUTH LLC  
TOWNSQUARE MEDIA TRENTON, LLC  
TOWNSQUARE NEXT, LLC  
TOWNSQUARE MEDIA, INC.

as Grantor

By:



\_\_\_\_\_  
Name: Stuart Rosenstein  
Title: Executive Vice President,  
Chief Financial Officer and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

ROYAL BANK OF CANADA,  
as Administrative Agent

By:   
Name: Rodica Dutka  
Title: Manager, Agency

**Schedule 1**

**UNITED STATES TRADEMARKS:**

| <b>Trademark</b>               | <b>Application /<br/>Registration<br/>Number</b> | <b>Jurisdiction</b> | <b>Status</b> | <b>Registrant</b>                           |
|--------------------------------|--|---------------------|---------------|---|
| WE FEST                        | 4312333  | U.S. Federal        | Registered    | Townsquare Live<br>Events Minnesota,<br>LLC |
| AMERICA ON TAP                 | 86425473   | U.S. Federal        | Pending       | Townsquare Live<br>Events, LLC              |
| INSANE<br>INFLATABLE 5K        | 86423031   | U.S. Federal        | Pending       | Townsquare Live<br>Events, LLC              |
| 105.7 CRUSH FM                 | 4187511  | U.S. Federal        | Registered    | Townsquare Media<br>Broadcasting, LLC       |
| 105.7 CRUSH FM 90S<br>AND MORE | 4246569  | U.S. Federal        | Registered    | Townsquare Media<br>Broadcasting, LLC       |
| 105.7CRUSHFM.COM               | 4242622  | U.S. Federal        | Registered    | Townsquare Media<br>Broadcasting, LLC       |
| THE FW                         | 4130977  | U.S. Federal        | Registered    | Townsquare Media<br>Broadcasting, LLC       |
| WYRK                           | 1383700  | U.S. Federal        | Registered    | Townsquare Media<br>of Buffalo, Inc.        |
| TASTE OF EL PASO               | 4034525  | U.S. Federal        | Registered    | Townsquare Media<br>of El Paso, Inc.        |
| WCYY *                         | 2052902  | U.S. Federal        | Registered    | Townsquare Media<br>Portland LLC            |
| WHOM *                         | 2161792  | U.S. Federal        | Registered    | Townsquare Media<br>Portland LLC            |
| WJBQ *                         | 2158780  | U.S. Federal        | Registered    | Townsquare Media<br>Portland LLC            |
| WBLM *                         | 1448909  | U.S. Federal        | Registered    | Townsquare Media<br>Portsmouth LLC          |
| WBLM w/ blimp de-<br>sign *    | 1455767  | U.S. Federal        | Registered    | Townsquare Media<br>Portsmouth LLC          |
| WOKQ *                         | 1387765  | U.S. Federal        | Registered    | Townsquare Media<br>Portsmouth LLC          |
| WPKQ *                         | 2158779  | U.S. Federal        | Registered    | Townsquare Media<br>Portsmouth LLC          |
| # 1015                         | 3006176  | U.S. Federal        | Registered    | Townsquare Media<br>Trenton, LLC            |

| <b>Trademark</b>                       | <b>Application /<br/>Registration<br/>Number</b> | <b>Jurisdiction</b> | <b>Status</b> | <b>Registrant</b>                |
|--|--|---------------------|---------------|----------------------------------|
| SOUTH JERSEY'S<br>OWN VARIETY          | 421337<br>1                                      | U.S. Federal        | Registered    | Townsquare Media<br>Trenton, LLC |
| SOJO 104.9                             | 3041656  | U.S. Federal        | Registered    | Townsquare Media<br>Trenton, LLC |
| FROM THE BRIDGES<br>TO THE BEACH       | 3034061  | U.S. Federal        | Registered    | Townsquare Media<br>Trenton, LLC |
| SOJO                                   | 3041657  | U.S. Federal        | Registered    | Townsquare Media<br>Trenton, LLC |
| SOUTH JERSEY'S<br>OWN RADIO<br>STATION | 3054283  | U.S. Federal        | Registered    | Townsquare Media<br>Trenton, LLC |
| LOUDWIRE                               | 4435230  | U.S. Federal        | Registered    | Townsquare Media,<br>Inc.        |
| POP CRUSH                              | 4435223  | U.S. Federal        | Registered    | Townsquare Media,<br>Inc.        |
| TASTE OF<br>COUNTRY                    | 4435221  | U.S. Federal        | Registered    | Townsquare Media,<br>Inc.        |
| TOWNSQUARE<br>MEDIA                    | 86285617   | U.S. Federal        | Pending       | Townsquare Media,<br>Inc.        |
| ANTENNA                                | 4679065  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC          |
| COMICS ALLIANCE                        | 3545510  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC          |
| KING                                   | 3778878  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC          |
| KING                                   | 3022790  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC          |
| KING                                   | 3022791  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC          |
| KING MOBILE                            | 3779031  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC          |
| NOISECREEP                             | 3782432  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC          |
| XXL                                    | 3740798  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC          |
| XXL                                    | 3756583  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC          |

| <b>Trademark</b> | <b>Application /<br/>Registration<br/>Number</b> | <b>Jurisdiction</b> | <b>Status</b> | <b>Registrant</b>       |
|------------------|--|---------------------|---------------|-------------------------|
| XXL              | 3756582  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC |
| XXL              | 3756577  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC |
| XXL              | 3778879  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC |
| XXL              | 2105347  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC |
| XXL BLOCK TALK   | 3555703  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC |
| XXL MOBILE       | 3785678  | U.S. Federal        | Registered    | Townsquare Next,<br>LLC |