

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM342809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hubbard Radio Chicago, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
Hubbard Radio St. Louis, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
Hubbard Radio Phoenix, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
Hubbard Radio Cincinnati, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
Hubbard Radio Washington DC, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
Hubbard Radio Seattle, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
KSTP-FM, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1 New York Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3047692	101.9FM THE MIX	
Registration Number:	4387388	NIGHTS OF STYLE	
Registration Number:	2774992	TIMELESS ROCK	
Registration Number:	2549758	TIMELESS ROCK, TRUE VARIETY	
Registration Number:	3260882	WDRV	
Registration Number:	3467958	WILV	
Registration Number:	1674546	WTMX	
Registration Number:	2329471	WKRQ	
Registration Number:	4458967	TEAM BREADHEAD	
TRADEMARK			

OP \$540.00 3047692

Property Type	Number	Word Mark
Registration Number:	3369442	WARH
Registration Number:	3467959	WIL
Registration Number:	4536507	
Registration Number:	3260888	WFED
Registration Number:	3260889	WTOP
Registration Number:	4128141	MUSIC AS COOL NOW AS IT WAS THEN!
Registration Number:	1383696	KDKB
Registration Number:	3847699	KS95
Registration Number:	2969532	KS95 FOR KIDS
Registration Number:	1278333	KS95-FM
Registration Number:	4581905	GET YOUR COUNTRY ON
Serial Number:	86456636	PERFECT CHRISTMAS BLEND

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

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	05/29/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 27, 2015 (“Trademark Security Agreement”), made by HUBBARD RADIO CHICAGO, LLC, HUBBARD RADIO CINCINNATI, LLC, HUBBARD RADIO ST. LOUIS, LLC, HUBBARD RADIO WASHINGTON DC, LLC, HUBBARD RADIO PHOENIX, LLC, HUBBARD RADIO SEATTLE, LLC and KSTP-FM, LLC, each a Delaware limited liability company, each located at 3415 University Avenue, St. Paul, Minnesota 55114 (“Grantors”), is in favor of MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation, located at 1 Pierrepont Plaza, Brooklyn, New York 11201, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantors are parties to a Guarantee and Collateral Agreement dated as of May __, 2015 (the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, the “Administrative Agent”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has created in favor of the Collateral Agent a security interest in the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all trademarks, service marks, certification marks, tradenames, corporate names, company names, business names, slogans, logos, trade dress, Internet domain names, and other source identifiers, whether registered or unregistered in the United States or any other country or any political subdivision thereof, together with any and all (i) registrations and applications for any of the foregoing, including, without limitation, each registration and application identified on Schedule 1 attached hereto, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) extensions and renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages, claims and payments for past, present or future infringements, misappropriations or other violations thereof, (vi) rights and remedies to sue for past, present and future infringements, misappropriations and other violations of any of the foregoing and (vii) rights, priorities, and privileges corresponding to any of the foregoing throughout the world (“Trademarks”) of such Grantor, including, without limitation,

the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement, including in any applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d); and (ii) the security interest granted hereby (A) shall attach at all times to all proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

The term of this Trademark Security Agreement shall be co-terminus with the Guarantee and Collateral Agreement.

Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

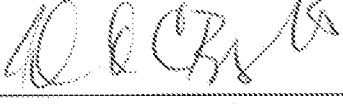
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

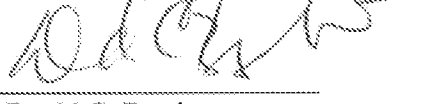
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IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

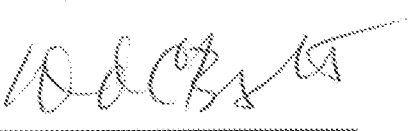
HUBBARD RADIO CHICAGO, LLC

By: 
Name: David C. Bestler
Title: Executive Vice President and Chief
Financial Officer

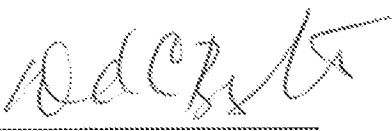
HUBBARD RADIO CINCINNATI, LLC

By: 
Name: David C. Bestler
Title: Executive Vice President and Chief
Financial Officer

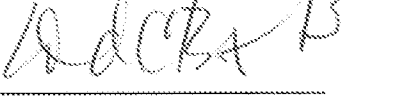
HUBBARD RADIO ST. LOUIS

By: 
Name: David C. Bestler
Title: Executive Vice President and Chief
Financial Officer

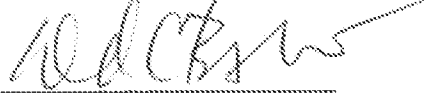
HUBBARD RADIO WASHINGTON DC,
LLC

By: 
Name: David C. Bestler
Title: Executive Vice President and Chief
Financial Officer

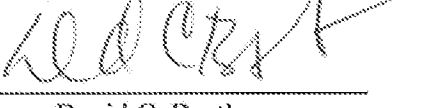
HUBBARD RADIO PHOENIX, LLC

By: 
Name: David C. Bestler
Title: Executive Vice President and Chief
Financial Officer

HUBBARD RADIO SEATTLE, LLC

By: 
Name: David C. Bestler
Title: Executive Vice President and Chief
Financial Officer

KSTP-FM, LLC

By: 
Name: David C. Bestler
Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent

By: F. Michael Manfredo
Name: F. MICHAEL MANFRUD
Title: AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 005525 FRAME: 0730

TRADEMARKSTrademark Registrations and Applications

<u>Trademark</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Owner</u>
101.9 FM THE MIX	3047692	1/24/2006	Hubbard Radio Chicago, LLC
Nights of Style	4387388	8/20/2013	Hubbard Radio Chicago, LLC
TIMELESS ROCK	2774992	10/21/2003	Hubbard Radio Chicago, LLC
TIMELESS ROCK, TRUE VARIETY	2549758	3/19/2002	Hubbard Radio Chicago, LLC
WDRV	3260882	7/10/2007	Hubbard Radio Chicago, LLC
WILV	3467958	7/15/2008	Hubbard Radio Chicago, LLC
WTMX	1674546	2/4/1992	Hubbard Radio Chicago, LLC
WKRQ	2329471	3/14/2000	Hubbard Radio Cincinnati, LLC
TEAM BREADHEAD	4458967	12/31/2013	Hubbard Radio St. Louis, LLC
WARH	3369442	1/15/2008	Hubbard Radio St. Louis, LLC
WIL	3467959	7/15/2008	Hubbard Radio St. Louis, LLC
NEWS RADIO LOGO	4536507	5/27/2014	Hubbard Radio Washington DC, LLC
WFED	3260888	7/10/2007	Hubbard Radio Washington DC, LLC
WTOP	3260889	7/10/2007	Hubbard Radio Washington DC, LLC
MUSIC AS COOL NOW AS IT WAS THEN!	4128141	4/17/2012	Hubbard Radio Seattle, LLC
KDKB	1383696	2/18/1986	Hubbard Radio Phoenix, LLC
KS95	3847699	9/14/2010	KSTP-FM, LLC
KS95 FOR KIDS	2969532	7/19/2005	KSTP-FM, LLC
KS95-FM	1278333	5/15/1984	KSTP-FM, LLC
GET YOUR COUNTRY ON	4581905	8/5/2014	Hubbard Radio, LLC
Perfect Christmas Blend	86456636 (App. No.)	11/17/2014 (App. Date)	Hubbard Radio Chicago, LLC