

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alabama Telecasters, Inc.		07/29/2015	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC, as Agent		
Street Address:	9 West 57th Street, Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4344396	ALABAMA NEWS NET	
Registration Number:	4344395	ALABAMA NEWS NETWORK	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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>			
Phone:	2124597136		
Email:	tbennett@goodwinprocter.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Avenue		
Address Line 4:	New York, NEW YORK 10018-1405		
ATTORNEY DOCKET NUMBER:	128722.225708		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	07/29/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2015, is made by each of the entities listed on the signature pages hereto (the “Grantor”), in favor of BSP Agency, LLC (“BSP”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 29, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Bahakel Communications, Ltd., (the “Borrower”), the other Credit Parties, the Lenders from time to time party thereto and BSP, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; 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 Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 AND ALL IP LICENSES PROVIDING FOR THE GRANT BY OR TO SUCH GRANTOR OF ANY RIGHT UNDER ANY TRADEMARK, INCLUDING, WITHOUT LIMITATION, THOSE REFERRED TO ON SCHEDULE 1 HERETO;**

(a) **ALL RENEWALS AND EXTENSIONS OF THE FOREGOING;**

(b) ALL GOODWILL OF THE BUSINESS CONNECTED WITH THE USE OF, AND SYMBOLIZED BY, EACH SUCH TRADEMARK; AND

(c) ALL INCOME, ROYALTIES AND PROCEEDS 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 Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

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 and IP Licenses 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. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission (as defined in the Credit Agreement) shall be as effective as delivery of a manually executed counterpart hereof.

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, 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.

ALABAMA TELECASTERS, INC., as Grantor

By: 
Name: Beverly Bahakel Poston
Title: President

ACKNOWLEDGMENT OF GRANTOR

State of NORTH CAROLINA

County of MECKLENBURG

ss.

On this 29th day of July, 2015 before me personally appeared Beverly Bahakel Poston, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Alabama Telecasters, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

Patricia D. Black

Notary Public

PATRICIA D. BLACK

MY COMMISSION EXPIRES 11-13-16

ACCEPTED AND AGREED
as of the date first above written:

BSP AGENCY, LLC, as Agent

By: Benefit Street Partners L.L.C.,
its Sole Member

By: 

Name: Bryan Martoken
Title: Chief Financial Officer

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademark Collateral

1. REGISTERED TRADEMARKS

TRADEMARK APPLICATION OR REGISTERED TRADEMARK	OWNER	SERIAL / REGISTRATION NO.	FILING / REGISTRATION DATE	STATUS / COMMENTS
ALABAMA NEWS NET	Alabama Telecasters, Inc.	4344396	05/28/2013	LIVE
ALABAMA NEWS NETWORK	Alabama Telecasters, Inc.	4344395	05/28/2013	LIVE

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

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