

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAGA COMMUNICATIONS, INC.		08/18/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	Middle Marketing Servicing, 10 South Dearborn		
Internal Address:	Floor L2, Suite IL 1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Association: ILLINOIS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85241623	LAZER 103 3	
Serial Number:	85239993	LAZERFEST	
Registration Number:	3129801	EVERYTHING THAT ROCKS	
Registration Number:	3012880	SAGA COMMUNICATIONS, INC.	
Registration Number:	3092163	RAW ROCK AT WORK	
Registration Number:	2408688	BAX AND O'BRIEN MORNINGS	
Registration Number:	2400209	ROCK 102 WAQY SPRINGFIELD'S CLASSIC ROCK	
Registration Number:	2385690	A.W.O.L.	
Registration Number:	1424290	WKLH	
Registration Number:	1423296	WSNY	
Registration Number:	2919053	EASY STREET	
Registration Number:	4239293	CLICK 2 SAVE	
Serial Number:	86597978	SHOP 30	
CORRESPONDENCE DATA			
Fax Number:	7346231625		
<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>			

OP \$340.00 85241623

Phone: 313-223-3098
Email: nzemgulis@dickinsonwright.com
Correspondent Name: M. KATHERINE VANDERVEEN
Address Line 1: 500 WOODWARD AVENUE
Address Line 2: SUITE 4000
Address Line 4: DETROIT, MICHIGAN 48226

ATTORNEY DOCKET NUMBER: 7-4628

NAME OF SUBMITTER: M. Katherine VanderVeen

SIGNATURE: /M. Katherine VanderVeen/

DATE SIGNED: 09/15/2015

Total Attachments: 11

source=Saga Security Agreement#page1.tif
source=Saga Security Agreement#page2.tif
source=Saga Security Agreement#page3.tif
source=Saga Security Agreement#page4.tif
source=Saga Security Agreement#page5.tif
source=Saga Security Agreement#page6.tif
source=Saga Security Agreement#page7.tif
source=Saga Security Agreement#page8.tif
source=Saga Security Agreement#page9.tif
source=Saga Security Agreement#page10.tif
source=Saga Security Agreement#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement" or the "Intellectual Property Security Agreement"), dated as of August 18, 2015, is entered into by and among Saga Communications, Inc., a Delaware corporation (the "Borrower"), each of the Guarantors signatory hereto (the "Guarantors") and JPMorgan Chase Bank, N.A. (the "Agent"), as Administrative Agent for the benefit of itself and the other lending institutions (collectively, the "Secured Parties") which are or may become parties to the Credit Agreement (as defined below).

Statement of Facts

A. Pursuant to the Credit Agreement, dated as of the date hereof, by and among the Borrower, the financial institutions from time to time party thereto as Lenders thereunder, and the Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), the Lenders have agreed to make the Loans (as defined in the Credit Agreement) to the Borrower.

B. In order to induce the Lenders to make the Loans to the Borrower upon the terms and subject to the conditions contained in the Credit Agreement, the Borrower and the Guarantors (collectively, the "Grantors") have agreed, upon the terms contained in the Credit Agreement and the Security Agreement referred to below, to grant to the Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all Intellectual Property of the Grantors in order to secure all of the Secured Obligations.

C. The Borrower and the Guarantors have granted to the Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Borrower and the Guarantors pursuant to and upon the terms and conditions contained in the Pledge and Security Agreement, dated as of the date hereof, by and among the Borrower, the Guarantors and the Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Security Agreement").

D. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantors have agreed to execute and deliver to the Agent, for the benefit of the Secured Parties, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby absolutely, unconditionally and irrevocably agree with the Agent as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) "Intellectual Property" shall mean all of the rights, title and interests of a Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all trademarks, trademark applications and registrations and trade names, together with the goodwill appurtenant thereto, owned, held (whether pursuant to a license or otherwise), used or to be used in whole or in part, in conducting such Grantor's business (the "Trademarks") and Trademark licenses to which it is a party, including, without limitation, all of those federal Trademarks referred to in Schedule I hereto;

(ii) all patents and patent applications of such Grantor, including, without limitation, the inventions and improvements described and claimed therein (the "Patents") and Patent licenses to which it is a party, including, without limitation, all of those federal Patents referred to in Schedule II hereto;

(iii) all copyrights and applications for registration of copyrights of such Grantor and all rights in literary property (the "Copyrights") and all Copyright licenses to which it is a party, including, without limitation, all federally registered Copyrights referred to in Schedule III hereto;

(iv) all reissues, divisions, continuations, renewals, extensions and continuations in part of any Trademarks, Patents and/or Copyrights; all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Trademarks, Patents and/or Copyrights, including, without limitation, damages and payments for past or future infringements thereof; all rights (but no obligation) to sue for past, present and future infringements of any Trademarks, Patents and/or Copyrights or bring interference proceedings with respect thereof; and all rights corresponding to any Trademark, Patents and/or Copyrights throughout the world;

(v) all rights and interests of each Grantor pertaining to common law and statutory trademark, service marks, trade names, slogans, labels, trade secrets, patents, copyrights, corporate names, company names, business names, fictitious business names, trademark or service mark registrations, designs, logos, trade styles, applications for trademark registration and any other indicia of origin; and

(vi) all operating methods, formulae, processes, know-how and the like of each of the Grantors.

(b) "Credit Agreement" and "Security Agreement" shall have the meanings given to such terms in the Statement of Facts above.

(c) "Secured Obligations" shall mean any and all of the Secured Obligations (as defined in the Credit Agreement).

(d) "UCC" shall mean the Uniform Commercial Code, as enacted and in effect from time to time in the State of Michigan.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context

shall indicate otherwise, have the meanings provided for by the UCC, to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Revolving Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. Grant of Security Interests. To secure the prompt and complete payment and performance of all and each of the Secured Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in and lien upon all of the rights, title and interests of such Grantor to, in and under all of the Intellectual Property; provided, however, that no Grantor shall be deemed to have granted a security interest (other than the security interest permitted under the applicable UCC Section 9-408 or any successor thereto or replacement thereof) in the following (the “Excluded Collateral”): (i) any FCC Licenses, Auxiliary Licenses, Secondary Station Licenses, Satellite Earth Station Licenses (as such term is defined in the Communications Act) and Relocation Weather Radar Licenses (as such term is defined in the Communications Act); (ii) any of such Grantor’s rights under or with respect to any general intangible, license agreement, permit or authorization to the extent any such general intangible, license agreement, permit or authorization, by its terms or by law, prohibits the assignment of, or the granting of a Lien over the rights of Grantor thereunder or which would be breached or give the other party the right to terminate upon any such assignment or grant (the “Restricted Assets”), provided that (A) the proceeds of any Restricted Asset shall be “Collateral”, (B) this provision shall not limit the grant of any Lien on or assignment of any Restricted Asset to the extent that the UCC or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto), and (C) this provision shall not limit the grant of any security interest or Lien permitted under the UCC Section 9-408 or any successor thereto or replacement thereof; and (iii) any “intent to use” trademark filings.

It is understood and agreed that the security interests and liens created hereby and the other Loan Documents shall not prevent the Grantors from using the Intellectual Property in the ordinary course of their respective businesses.

3. Representations and Warranties. Each of the Grantors represents and warrants to the Agent that, as of the Effective Date, such Grantor does not have any ownership interest in, or title to, any federally registered Trademark, Trademark application, Patent, Patent application, federally registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Agent on, the Grantors’ federal Trademarks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against the Grantors, except as such enforceability may be limited by applicable bankruptcy, moratorium, reorganization and other similar laws affecting the enforcement of creditors’ rights generally.

4. Security Agreement. The security interests and Liens granted by the Grantors to the Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the

security interests and Liens granted by the Grantors to the Agent pursuant to the Security Agreement. The Grantors and the Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest (with respect to each Grantor) for purposes of Article 9 of the UCC and other applicable law. The exercise by the Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

5. Additional Grantors. Additional subsidiaries of the Borrower (“Additional Grantors”) may from time to time hereafter become parties to and bound by this Intellectual Property Security Agreement by executing a counterpart hereof, or, alternatively, by executing a supplement to this Agreement or a joinder agreement, in each case in form and substance reasonably satisfactory to the Agent, and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery of this Agreement by any Additional Grantor, such Additional Grantor shall be deemed to have made the representations and warranties set forth in this Agreement, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Agreement as of the date hereof, and the Agent shall be entitled to all of the benefits of such Additional Grantor’s Secured Obligations hereunder.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against any Grantor for liquidation or reorganization, should such Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor’s assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

7. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. Choice of Law And Venue; Jury Trial Waiver. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, INCLUDING THE VALIDITY HEREOF AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ALL AMENDMENTS AND SUPPLEMENTS HEREOF AND ALL WAIVERS AND CONSENTS HEREUNDER, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF MICHIGAN WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTS OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN

ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST IT IN RESPECT OF ITS OBLIGATIONS HEREUNDER AND UNDER THE CREDIT AGREEMENT AND ANY OF THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND BY THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS.

9. Expenses. In the event that any Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Loan Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Agent may, but shall not be required to, effect such compliance on behalf of such Grantor, and such Grantor shall reimburse the Lenders for all of the reasonable costs and expenses thereof on demand by the Agent.

10. Joint and Several. The obligations of the Grantors herein are joint and several.

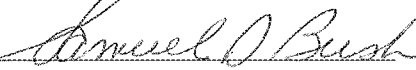
11. FCC Licenses. Notwithstanding anything to the contrary contained herein or in any of the other Collateral Documents, the Agent and the other Secured Parties will not take any action pursuant to this Agreement or any of the other Collateral Documents that would constitute or result in any assignment of an FCC License, Auxiliary License, Secondary Station License, Satellite Earth Station License or Relocation Weather Radar License, or any change of control of the Broadcasting Stations if such assignment of FCC License, Auxiliary License, Secondary Station License, Satellite Earth Station License or Relocation Weather Radar License, or change of control would require under then existing law (including the published rules and regulations promulgated by the FCC), the prior approval of the FCC, without first obtaining such approval of the FCC. The Agent and each other Secured Party specifically agree that (a) voting rights in the Equity Interests of the Loan Parties (the "Pledged Equity Interests") will remain with the holders of such voting rights upon and following the occurrence of an Event of Default unless any required prior approvals of the FCC to the transfer of such voting rights shall have been obtained; (b) upon and following the occurrence of any Event of Default and foreclosure upon the Pledged Equity Interests by the Agent or the other Secured Parties, there will be either a public or private arm's-length sale of the Pledged Equity Interests; and (c) prior to the exercise of voting rights by the purchaser at any such sale, all prior consents of the FCC required by applicable law will be obtained. Each Grantor agrees to take any action which the Agent and/or the other Secured Parties may reasonably request in order to obtain and enjoy the full rights and benefits granted to the Agent and the other Secured Parties by this Agreement including specifically, at the Grantors' own cost and expense, the use of the commercially reasonable efforts of the Grantor to assist in obtaining approval of the FCC, if applicable, for any action or transaction contemplated by this Agreement or the other Collateral Documents which is then required by law, and specifically, without limitation, upon request following the occurrence of an Event of Default, to prepare, sign and file (or cause to be prepared, signed or filed) with the FCC any portion of any application or applications for consent to the assignment of license or transfer of control required to be signed by a Grantor and necessary or appropriate under the FCC's rules and regulations for approval of any sale or transfer of any of the Equity Interests or assets of a Grantor or any transfer of control over any FCC License, Auxiliary License, Secondary Station License, Satellite Earth Station License or Relocation Weather Radar License.

[The remainder of this page intentionally left blank]

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

BORROWER:

SAGA COMMUNICATIONS, INC.

By: 

Name: Samuel D. Bush

Title: Chief Financial Officer

GUARANTORS:

FRANKLIN COMMUNICATIONS, INC.

SAGA RADIO NETWORKS, LLC

SAGA BROADCASTING, LLC

SAGA COMMUNICATIONS OF NEW ENGLAND, LLC

SAGA COMMUNICATIONS OF ARKANSAS, LLC

SAGA COMMUNICATIONS OF NORTH CAROLINA, LLC

TIDEWATER COMMUNICATIONS, LLC

SAGA COMMUNICATIONS OF ILLINOIS, LLC

SAGA COMMUNICATIONS OF SOUTH DAKOTA, LLC

LAKEFRONT COMMUNICATIONS, LLC

SAGA COMMUNICATIONS OF NEW HAMPSHIRE, LLC

SAGA COMMUNICATIONS OF CHARLOTTESVILLE, LLC

SAGA COMMUNICATIONS OF IOWA, LLC

SAGA QUAD STATES COMMUNICATIONS, LLC

SAGA COMMUNICATIONS OF TUCKESSEE, LLC

SAGA COMMUNICATIONS OF MILWAUKEE, LLC

By: 

Name: Samuel D. Bush

Title: Treasurer

AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Marc Moses

Name: Marc Moses, Underwriter III-CB

Title: _____

S c h e d u l e I

Trademarks; Trademark Licenses

Trademark:	Registration / Application No.:	Registration / Application Date:	Name of Grantor
LAZER 103 3	85/241623	2/14/11	Saga Communications of Iowa, LLC
LAZERFEST	85/239993	2/11/11	Saga Communications of Iowa, LLC
EVERYTHING THAT ROCKS	3,129,801	8/15/06	Lakefront Communications, LLC
SAGA COMMUNICATIONS, INC. (and Design)	3,012,880	11/8/05	Saga Communications, Inc.
RAW ROCK AT WORK	3,092,163	5/16/06	Saga Communications of Iowa, LLC
BAX AND O'BRIEN MORNINGS (and Design)	2,408,688	11/28/00	Saga Communications of New England, LLC
ROCK 102 WAQY SPRINGFIELD'S CLASSIC ROCK (and Design)	2,400,209	10/31/00	Saga Communications of New England, LLC
A.W.O.L.	2,385,690	9/12/00	Saga Communications of Iowa, LLC
WKLH	1,424,290	1/6/87	Lakefront Communications, LLC
WSNY	1,423,296	12/30/86	Franklin Communications, Inc.
EASY STREET	2,919,053	1/18/05	Saga Communications of Iowa, LLC
CLICK 2 SAVE	4,239,293	2/9/2012	Saga Communications, Inc.
SHOP 30	86/597978	4/15/2015	Saga Communications of New England, LLC

Schedule II
Patents; Patent Licenses

None.

S c h e d u l e I I I

Copyrights; Copyright Licenses

Copyrighted Work:	Registration/Document Number:	Registration Date:	Name of Grantor:
2 dimensional artwork	VA0001239646	7/14/03	Saga Communications, Inc.
WZID Cabin Fever Cruise	TX0003728423	1/12/94	WZID Saga Communications of NE, Inc.
WFEA AM 1370, 60th anniversary sweepstakes.	TX0003433514	11/6/92	WFEA & Saga Communications, Inc.
WZID Hawaiian holiday.	TX0003908167	6/17/94	WZID Saga Communications of NE, Inc.
Listen up magazine / WZID/95.7 FM.	TX0004330514	6/14/96	WZID Saga Communications of New England, Inc.
Listen up magazine / WZID/95.7 FM.	TX0004074201 TX0004231860	5/30/95 12/28/95	WFEA & Saga Communications, Inc.
2 dimensional artwork	V3605D597	7/8/11	Saga Communications, Inc.
2 dimensional artwork	V3503D464	1/8/04	Saga Communications, Inc.
2 dimensional artwork	V3605D041	6/14/11	Saga Communications, Inc.
2 dimensional artwork	V3605D597	7/8/11	Saga Broadcasting, LLC
2 dimensional artwork	V3503D464	1/8/04	Saga Broadcasting, LLC
2 dimensional artwork	V3605D597	7/8/11	Lakefront Communications LLC
2 dimensional artwork	V3503D464	1/8/04	Lakefront Communications LLC
Dr. Squealgood	VA0001901823	9/24/12	Lakefront Communications LLC
Dr. Squealgood	VA0001858150	9/17/12	Lakefront Communications LLC
Dr. Squealgood	VA0001901829	9/24/12	Lakefront Communications LLC
Dr. Squealgood	VA0001901821	9/24/12	Lakefront Communications LLC
Dr. Squealgood	VAu001132409	9/17/12	Lakefront Communications LLC
Dr. Squealgood	VA0001901825	9/24/12	Lakefront Communications LLC
2 dimensional artwork	V3605D597	7/8/11	Franklin Communications, Inc.
2 dimensional artwork	V3503D464	1/8/04	Franklin Communications, Inc.
2 dimensional artwork	V3605D597	7/8/11	Saga Quad States Communications, LLC

2 dimensional artwork	V3503D464	1/8/04	Saga Quad States Communications, LLC
2 dimensional artwork	V3605D597	7/8/11	Tidewater Communications, LLC
2 dimensional artwork	V3503D464	1/8/04	Tidewater Communications, LLC