

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beasley Media Group, Inc.		11/30/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	One U.S. Bank Plaza		
Internal Address:	7th & Washington		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2517162	WBAV	
Registration Number:	2372847	WFNZ	
Registration Number:	3346940	STREET TURKEYS	
Registration Number:	2986437	WKQC	
Registration Number:	2326615	WNKS	
Registration Number:	2522322	WPEG	
Registration Number:	2517173	WLLD	
Registration Number:	4351804	CONFESSIONS AT 7	
Registration Number:	2962751	LAST DAMN SHOW	
Registration Number:	1924123	WQYK	
Registration Number:	4533153	SANTA BLAST	
Registration Number:	1922476	WQYK	
Registration Number:	1931402		
Registration Number:	2517172	WYUU	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			

CH \$365.00 2517162

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2001 Ross Ave., Suite 3600
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 40106-31030

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 12/02/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2015, is made by Beasley Media Group, Inc. (the “Grantor”) in favor of U.S. Bank National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 30, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty of even date herewith in favor of Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Credit Parties Security Agreement of even date herewith in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “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, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Administrative 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to 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 the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative 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. 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 5. 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, the 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.

BEASLEY MEDIA GROUP, INC.

By: B. Caroline Beasley
Name: B. Caroline Beasley
Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

Signature Page to Trademark Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION
as Administrative Agent

By: _____

Name:

Title:


Garret Komjathy
Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Credit Party</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Owned/ Licensed</u>	<u>Registration No.</u>
Beasley Media Group, Inc.	WBAV	12/11/01	Owned	2517162
Beasley Media Group, Inc.	WFNZ	8/1/00	Owned	2372847
Beasley Media Group, Inc.	STREET TURKEYS	5/6/86	Owned	3346940
Beasley Media Group, Inc.	WKQC	8/16/05	Owned	2986437
Beasley Media Group, Inc.	WNKS	3/7/00	Owned	2326615
Beasley Media Group, Inc.	WPEG	12/25/01	Owned	2522322
Beasley Media Group, Inc.	WLLD	12/11/01	Owned	2517173
Beasley Media Group, Inc.	CONFESSIONS AT 7	6/11/13	Owned	4351804
Beasley Media Group, Inc.	LAST DAMN SHOW and Design	6/21/05	Owned	2962751
Beasley Media Group, Inc.	WQYK	10/3/95	Owned	1924123
Beasley Media Group, Inc.	SANTA BLAST	5/20/14	Owned	4533153
Beasley Media Group, Inc.	WQYK (Design Mark)	9/26/95	Owned	1922476
Beasley Media Group, Inc.	WQYK GUITAR(Design Mark)	10/31/95	Owned	1931402
Beasley Media Group, Inc.	WYUU	12/11/05	Owned	2517172