

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368325

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JERRY LEE RADIO, LLC		12/17/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONROE CAPITAL MANAGEMENT ADVISORS LLC, as administrative agent		
<b>Street Address:</b>	311 South Wacker Drive, Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4189885	B101	
<b>Registration Number:</b>	2724860	B-101 REWARDS	
<b>Registration Number:</b>	3440226	SONG TAGS	
<b>Registration Number:</b>	3052792	SONGS THAT ARE FUN TO SING ALONG WITH	
<b>Registration Number:</b>	2993924	STRESS-FREE WORKDAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3059615556		
<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>			
<b>Phone:</b>	3055790558		
<b>Email:</b>	chius@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, P.A.		
<b>Address Line 1:</b>	Sandy Chiu, Esq.		
<b>Address Line 2:</b>	333 S.E. 2nd Avenue, Suite 4400		
<b>Address Line 4:</b>	Miami, FLORIDA 33131		
<b>ATTORNEY DOCKET NUMBER:</b>	123042.011500		
<b>NAME OF SUBMITTER:</b>	Sandy Chiu		
<b>SIGNATURE:</b>	/Sandy Chiu/		

CH \$140.00 4189885

<b>DATE SIGNED:</b>	01/07/2016
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 17, 2015, is made by JERRY LEE RADIO, LLC, a Pennsylvania limited liability company (together with its successors and assigns, the "Grantor") and MONROE CAPITAL MANAGEMENT ADVISORS LLC, as administrative agent ("Administrative Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

### RECITALS:

WHEREAS, Grantor is a party to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantor, the other Loan Parties (as defined therein) party thereto, the financial institutions from time to time party thereto (collectively, the "Lenders"), and Administrative Agent, pursuant to which the Lenders have agreed to make certain Loans and provide other financial accommodations to the Borrowers (as defined therein).

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of the date hereof in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), Grantor has granted to Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the trademark Collateral described below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Secured Obligations," "Guarantor Obligations" and "Proceeds."

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations and the Guarantor Obligations, Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Administrative Agent, the Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral, whether now existing or hereafter acquired, which includes the following:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business

identifiers now held or hereafter acquired by Grantor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);

- (ii) all renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good-will of the business of the Grantor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Administrative Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

4. Termination. This Agreement and all other security interests granted hereby shall terminate upon the Payment in Full of the Secured Obligations. Upon the termination of this Agreement, Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by Grantor and at Grantor's expense to evidence and record the release of the security interests in the Collateral granted herein.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

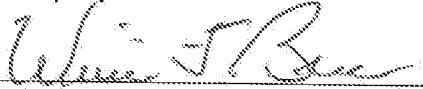
6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

**GRANTOR:**

**JERRY LEE RADIO, LLC**, a Pennsylvania limited liability company

By:   
Name: William F. Boone  
Title: Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

**AGREED AND ACCEPTED:**  
As of the date first written above

**MONROE CAPITAL MANAGEMENT ADVISORS, LLC,**  
as Administrative Agent

By:   
Name: Jeffrey Cupples  
Title: Director

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
B101	4,189,885	8/14/2012	85/493,973	12/13/2011
B-101 REWARDS	2,724,860	6/10/2003	76/038,546	4/27/2000
SONG TAGS	3,440,226	6/3/2008	77/294,177	10/2/2007
SONGS THAT ARE FUN TO SING ALONG WITH	3,052,792	1/31/2006	76/629,085	1/24/2005
STRESS-FREE WORKDAY	2,993,924	9/13/2005	76/598,055	6/15/2004