TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378302

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900358557

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hubbard Radio Seattle, LLC		03/16/2016	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:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86942144	AWKWARD TUESDAY PHONE CALL
Serial Number:	86942406	LASER STORIES

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: michael.barys@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
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/29/2016

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 16, 2016 (the "Trademark Security Agreement") made by Hubbard Radio Seattle, LLC, a Delaware limited liability company, located at 3415 University Avenue, St. Paul, Minnesota 55114 ("Grantor"), is in favor of Morgan Stanley Senior Funding, Inc., a Delaware corporation, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement, dated as of May 27, 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").

WITNESSETH:

WHEREAS, the Grantor is a party to the Guarantee and Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, 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 pursuant to Section 5.10 of the Guarantee and Collateral Agreement, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 Grantor or in which 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 Grantor, including, without limitation, the registered and applied-for Trademarks of 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 application 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 the 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 the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms 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.

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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TRADEMARK
REEL: 005759 FRAME: 0102

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 above written.

HUBBARD RADIO SEATTLE, LLC

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

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT

By: _____
Name:
Title:

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 above written.

HUBBARD RADIO SEATTLE, LLC

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

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT

By: _____
Name:
Title:

Schedule 1

TRADEMARKS

Trademark Application

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
AWKWARD TUESDAY PHONE CALL	(86942144)	(March 16, 2016)	Hubbard Radio Seattle, LLC
LASER STORIES	(86942406)	(March 16, 2016)	Hubbard Radio Seattle, LLC