

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SME II, LLC		08/29/2016	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86914202	THE ART & SCIENCE OF BRANDING.	
Serial Number:	86938813	THE FUTURE OF BRANDED ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	2128198437		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Andrew Fessak / White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-2447-L181		
NAME OF SUBMITTER:	Andrew Fessak		
SIGNATURE:	/Andrew Fessak/		
DATE SIGNED:	08/30/2016		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT is entered into as of August 29, 2016, (this “**Agreement**”), among SME II, LLC, a Missouri limited liability company (the “**Grantor**”) and Deutsche Bank AG New York Branch (“**DBNY**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of October 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of October 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among, *inter alios*, Learfield Communications, Inc., a Delaware corporation (as the surviving entity of the merger between Baby Bison, Inc. and Learfield Communications, Inc.), Learfield Communications Holdings, Inc., a Delaware corporation (as the surviving entity of the merger between Papa Bison, Inc. and Learfield Communications Holdings, Inc.), the lenders from time to time party thereto (collectively, the “**First Lien Lenders**”) and DBNY, in its capacities as an issuing bank, the swingline lender and as administrative agent and collateral agent for the lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including the Trademark application in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and

remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

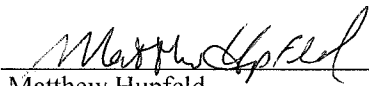
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


SME II, LLC

By: Learfield Communications, Inc.,
as sole member

By:


Name: Matthew Hupfeld
Title: Treasurer and Chief Financial Officer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Peter Cucchiara
Title: Vice President

By: 
Name: Anca Trifan
Title: Managing Director

[LEARFIELD FIRST LIEN TRADEMARK SECURITY AGREEMENT - SIGNATURE PAGE]

SCHEDULE I

TRADEMARKS

Owner	Mark	Application No.	Date of Application
SME II, LLC	The Art & Science of Branding	86914202	February 20, 2016
SME II, LLC	The future of branded entertainment	86938813	March 14, 2016

Schedule I

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RECORDED: 08/30/2016

**TRADEMARK
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