

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404069

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                            | Formerly | Execution Date | Entity Type                         |
|---------------------------------|----------|----------------|-------------------------------------|
| Beasley Broadcast Group, Inc.   |          | 11/01/2016     | Corporation: DELAWARE               |
| Beasley Mezzanine Holdings, LLC |          | 11/01/2016     | Limited Liability Company: DELAWARE |
| Beasley Media Group, Inc.       |          | 11/01/2016     | Corporation: DELAWARE               |
| Greater Media, Inc.             |          | 11/01/2016     | Corporation: DELAWARE               |
| The Sentinel Publishing Co.     |          | 11/01/2016     | Corporation: NEW JERSEY             |
| Greater Boston Radio, Inc.      |          | 11/01/2016     | Corporation: DELAWARE               |

## RECEIVING PARTY DATA

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | Royal Bank of Canada, as Collateral Agent |
| <b>Street Address:</b>   | 20 King Street West                       |
| <b>Internal Address:</b> | 4th Floor                                 |
| <b>City:</b>             | Toronto                                   |
| <b>State/Country:</b>    | CANADA                                    |
| <b>Postal Code:</b>      | M5H 1C4                                   |
| <b>Entity Type:</b>      | Bank: CANADA                              |

## PROPERTY NUMBERS Total: 50

| Property Type        | Number  | Word Mark        |
|----------------------|---------|------------------|
| Registration Number: | 1601405 | B                |
| Registration Number: | 3267312 | WSFL             |
| Registration Number: | 2517162 | WBAV             |
| Registration Number: | 3346940 | STREET TURKEYS   |
| Registration Number: | 2326615 | WNKS             |
| Registration Number: | 2522322 | WPEG             |
| Registration Number: | 2517173 | WLLD             |
| Registration Number: | 4351804 | CONFESSIONS AT 7 |
| Registration Number: | 1924123 | WQYK             |
| Registration Number: | 4533153 | SANTA BLAST      |
| Registration Number: | 1922476 | WQYK             |
| Registration Number: | 1931402 |                  |
| Registration Number: | 2517172 | WYUU             |

TRADEMARK

| <b>Property Type</b>        | <b>Number</b> | <b>Word Mark</b>         |
|-----------------------------|---------------|--------------------------|
| <b>Registration Number:</b> | 3182288       | BEN FM                   |
| <b>Registration Number:</b> | 2524613       | BIG SCREEN WEATHER       |
| <b>Registration Number:</b> | 4525572       | BITCHES BASH             |
| <b>Registration Number:</b> | 4192926       | BOSTON TALKS             |
| <b>Registration Number:</b> | 4529680       | DAVE & CHUCK THE FREAK   |
| <b>Registration Number:</b> | 2611856       | EXCEPTIONAL WOMEN        |
| <b>Registration Number:</b> | 4342197       | FEEL GOOD FRIDAY         |
| <b>Registration Number:</b> | 3244882       | G                        |
| <b>Registration Number:</b> | 4018918       | GOTTS                    |
| <b>Registration Number:</b> | 3430915       | GREATER MEDIA            |
| <b>Registration Number:</b> | 3439987       | GREATER MEDIA            |
| <b>Registration Number:</b> | 4583400       | IT'S FRIDAY BITCHES!     |
| <b>Registration Number:</b> | 2634013       | JERSEY JAM               |
| <b>Registration Number:</b> | 2046844       | JERSEY'S ROCK RADIO      |
| <b>Registration Number:</b> | 1542928       | MAGIC MUSIC              |
| <b>Registration Number:</b> | 2796742       | MILE OF MEET             |
| <b>Registration Number:</b> | 4458898       | RADIO WITHOUT RULES      |
| <b>Registration Number:</b> | 2254106       | THE LINK                 |
| <b>Registration Number:</b> | 2149314       | THE RAT ROCKS            |
| <b>Registration Number:</b> | 2065213       | THE ROCK OF NEW JERSEY   |
| <b>Registration Number:</b> | 4186597       | WBOS                     |
| <b>Registration Number:</b> | 4186596       | WBT                      |
| <b>Registration Number:</b> | 1376313       | WMGK                     |
| <b>Registration Number:</b> | 1375105       | WMGQ                     |
| <b>Registration Number:</b> | 1378464       | WMJX                     |
| <b>Registration Number:</b> | 3480398       | WMMR                     |
| <b>Registration Number:</b> | 1375104       | WPEN                     |
| <b>Registration Number:</b> | 4213236       | WRAT                     |
| <b>Registration Number:</b> | 2491913       | WRAT 95.9 RATFEST        |
| <b>Registration Number:</b> | 2130765       | WRAT 95.9 THE RAT ROCKS! |
| <b>Registration Number:</b> | 3480400       | WRIF                     |
| <b>Registration Number:</b> | 2135752       | WROR                     |
| <b>Serial Number:</b>       | 87201015      | THE BOUNCE               |
| <b>Registration Number:</b> | 1610130       | WCSX                     |
| <b>Registration Number:</b> | 1375099       | WCTC                     |
| <b>Registration Number:</b> | 4186592       | WDHA                     |
| <b>Registration Number:</b> | 4186598       | WJRZ                     |

**CORRESPONDENCE DATA****Fax Number:** 2123037064*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.***Phone:** 212.318.6824**Email:** christinedionne@paulhastings.com**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP**Address Line 1:** 200 Park Avenue**Address Line 2:** 28th Floor**Address Line 4:** New York, NEW YORK 10166

|                                |                    |
|--------------------------------|--------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 78436.00214        |
| <b>NAME OF SUBMITTER:</b>      | Christine Dionne   |
| <b>SIGNATURE:</b>              | /Christine Dionne/ |
| <b>DATE SIGNED:</b>            | 11/01/2016         |

**Total Attachments: 11**

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TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of November 1, 2016, (this “**Agreement**”), among BEASLEY BROADCAST GROUP, INC., a Delaware corporation, BEASLEY MEZZANINE HOLDINGS, LLC, a Delaware limited liability company, BEASLEY MEDIA GROUP, INC., a Delaware corporation, GREATER MEDIA, INC., a Delaware corporation and THE SENTINEL PUBLISHING CO., a New Jersey corporation (collectively, the “**Grantors**” and each, a “**Grantor**”) and ROYAL BANK OF CANADA, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of November 1, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among BEASLEY BROADCAST GROUP, INC., a Delaware corporation (“**Holdings**”), BEASLEY MEZZANINE HOLDINGS, LLC, a Delaware limited liability company (the “**Borrower**”), the subsidiaries of Holdings from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of November 1, 2016 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the other Guarantors from time to time party thereto, Royal Bank of Canada, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings

thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks

excluding, in each case of (a) and (b) any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. 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. Each 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.

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BEASLEY BROADCAST GROUP, INC.,  
as the Grantor

By: B. Caroline Beasley  
Name: B. Caroline Beasley  
Title: Secretary

[Signature Page to Trademark Short Form Security Agreement]

TRADEMARK  
REEL: 005912 FRAME: 0823

BEASLEY MEZZANINE HOLDINGS, LLC,  
as the Grantor

By: B. Caroline Beasley  
Name: B. Caroline Beasley  
Title: Secretary

[Signature Page to Trademark Short Form Security Agreement]

TRADEMARK  
REEL: 005912 FRAME: 0824

BEASLEY MEDIA GROUP, INC.,  
as the Grantor

By: B. Caroline Beasley  
Name: B. Caroline Beasley  
Title: Secretary

[Signature Page to Trademark Short Form Security Agreement]

TRADEMARK  
REEL: 005912 FRAME: 0825



GREATER MEDIA, INC.,  
as the Grantor

By: B. Caroline Beasley  
Name: B. Caroline Beasley  
Title: Secretary

[Signature Page to Trademark Short Form Security Agreement]

TRADEMARK  
REEL: 005912 FRAME: 0826

THE SENTINEL PUBLISHING CO.,  
as the Grantor

By: B. Caroline Beasley  
Name: B. Caroline Beasley  
Title: Secretary

[Signature Page to Trademark Short Form Security Agreement]

TRADEMARK  
REEL: 005912 FRAME: 0827

GREATER BOSTON RADIO, INC.,  
as the Grantor

By: B. Caroline Beasley  
Name: B. Caroline Beasley  
Title: Secretary

[Signature Page to Trademark Short Form Security Agreement]

**TRADEMARK**  
**REEL: 005912 FRAME: 0828**

ROYAL BANK OF CANADA,  
as Collateral Agent

By: \_\_\_\_\_



Name:

Title:

Susan Khokher  
Manager, Agency

[Signature Page to Trademark Short Form Security Agreement]

**TRADEMARK**  
**REEL: 005912 FRAME: 0829**

United States Trademarks and Trademark Applications

| <u>Credit Party</u>                | <u>Trademarks</u>            | <u>Registration Date</u><br>[App. Date] | <u>Owned/<br/>Licensed</u> | <u>Registration No</u><br>[App. No.] |
|------------------------------------|------------------------------|---|----------------------------|--------------------------------------|
| Beasley Broadcast Group, Inc.      | The letter "b"<br>stylized   | 6/12/90                                 | Owned                      | 1601405                              |
| Beasley Mezzanine Holdings,<br>LLC | WSFL                         | 7/24/07                                 | Owned                      | 3267312                              |
| Beasley Media Group, Inc.          | WBAV                         | 12/11/01                                | Owned                      | 2517162                              |
| Beasley Media Group, Inc.          | STREET<br>TURKEYS            | 5/6/86                                  | Owned                      | 3346940                              |
| 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<br>AT 7          | 6/11/13                                 | Owned                      | 4351804                              |
| 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<br>Mark)        | 9/26/95                                 | Owned                      | 1922476                              |
| Beasley Media Group, Inc.          | WQYK GUITAR(<br>Design Mark) | 10/31/95                                | Owned                      | 1931402                              |
| Beasley Media Group, Inc.          | WYUU                         | 12/11/05                                | Owned                      | 2517172                              |
| Greater Media, Inc.                | BEN FM                       | 12/12/06                                | Owned                      | 3182288                              |
| The Sentinel Publishing Co.        | BIG SCREEN<br>WEATHER        | 1/1/02                                  | Owned                      | 2524613                              |
| Greater Media, Inc.                | BITCHES BASH                 | 5/6/14                                  | Owned                      | 4525572                              |
| Greater Media, Inc.                | BOSTON<br>TALKS*             | 8/21/12                                 | Owned                      | 4192926                              |
| Greater Media, Inc.                | DAVE & CHUCK<br>THE FREAK    | 5/13/14                                 | Owned                      | 4529680                              |
| Greater Media, Inc.                | EXCEPTIONAL<br>WOMEN         | 8/27/02                                 | Owned                      | 2611856                              |
| Greater Media, Inc.                | FEEL GOOD<br>FRIDAY          | 5/28/13                                 | Owned                      | 4342197                              |
| Greater Media, Inc.                | G Design logo                | 5/22/07                                 | Owned                      | 3244882                              |
| Greater Media, Inc.                | GOTTS                        | 8/30/11                                 | Owned                      | 4018918                              |
| Greater Media, Inc.                | GREATER<br>MEDIA             | 5/20/08                                 | Owned                      | 3430915                              |
| Greater Media, Inc.                | GREATER                      | 6/3/08                                  | Owned                      | 3439987                              |

|                             |   |              |       |            |
|-----------------------------|---|--------------|-------|------------|
|                             | MEDIA   |              |       |            |
| Greater Media, Inc.         | IT'S FRIDAY BITCHES!                                  | 8/12/14      | Owned | 4583400    |
| Greater Media, Inc.         | JERSEY JAM  | 10/15/02     | Owned | 2634013    |
| The Sentinel Publishing Co. | JERSEY'S ROCK RADIO                                   | 3/18/97      | Owned | 2046844    |
| Greater Media, Inc.         | MAGIC MUSIC   | 6/6/89       | Owned | 1542928    |
| Greater Media, Inc.         | MILE OF MEET  | 12/23/03     | Owned | 2796742    |
| Greater Media, Inc.         | RADIO WITHOUT RULES                                   | 12/31/13     | Owned | 4458898    |
| Greater Media, Inc.         | THE LINK  | 6/15/09      | Owned | 2254106    |
| The Sentinel Publishing Co. | THE RAT ROCKS   | 4/7/98       | Owned | 2149314    |
| The Sentinel Publishing Co. | THE ROCK OF NEW JERSEY                                | 5/27/97      | Owned | 2065213    |
| Greater Media, Inc.         | WBOS  | 8/7/12       | Owned | 4186597    |
| Greater Media, Inc.         | WBT   | 8/7/12       | Owned | 4186596    |
| Greater Media, Inc.         | WCSX  | 8/14/90      | Owned | 1610130    |
| Greater Media, Inc.         | WCTC  | 12/10/85     | Owned | 1375099    |
| Greater Media, Inc.         | WDHA  | 8/7/12       | Owned | 4186592    |
| Greater Media, Inc.         | WJRZ  | 8/7/12       | Owned | 4186598    |
| Greater Media, Inc.         | WMGK  | 12/17/85     | Owned | 1376313    |
| Greater Media, Inc.         | WMGQ  | 12/10/85     | Owned | 1375105    |
| Greater Media, Inc.         | WMJX  | 1/14/86      | Owned | 1378464    |
| Greater Media, Inc.         | WMMR  | 8/5/08       | Owned | 3480398    |
| Greater Media, Inc.         | WPEN  | 12/10/85     | Owned | 1375104    |
| Greater Media, Inc.         | WRAT  | 9/25/12      | Owned | 4213236    |
| The Sentinel Publishing Co. | WRAT 95.9 RATFEST                                     | 9/25/01      | Owned | 2491913    |
| The Sentinel Publishing Co. | WRAT 95.9 THE RAT ROCKS!<br>(words and Delaware sign) | 1/20/98      | Owned | 2130765    |
| Greater Media, Inc.         | WRIF  | 8/5/08       | Owned | 3480400    |
| Greater Boston Radio, Inc.  | WROR  | 2/10/98      | Owned | 2135752    |
| Greater Media, Inc.         | THE BOUNCE  | [10/12/2016] | Owned | [87201015] |

Schedule I-2

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RECORDED: 11/01/2016

TRADEMARK  
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