

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beasley Media Group, Inc.		01/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Entercom North Carolina, LLC		
Street Address:	401 E. City Avenue, Suite 809		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2372847	WFNZ	
Registration Number:	3346940	STREET TURKEYS	
CORRESPONDENCE DATA			
Fax Number:	6106605662		
<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:	6106605631		
Email:	andrea.levenson@entercom.com		
Correspondent Name:	Andrea Levenson		
Address Line 1:	401 E. City Avenue, Suite 809		
Address Line 4:	Bala Cynwyd, PENNSYLVANIA 19004		
NAME OF SUBMITTER:	Andrew P. Sutor, IV, Senior VP		
SIGNATURE:	/Andrew P. Sutor, IV/		
DATE SIGNED:	01/20/2017		
Total Attachments: 4			
source=Charlotte trademark assignment doc#page1.tif			
source=Charlotte trademark assignment doc#page2.tif			
source=Charlotte trademark assignment doc#page3.tif			
source=Charlotte trademark assignment doc#page4.tif			

OP \$65.00 2372847

ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY ("*Assignment*") is made as of January 6, 2017, by Beasley Media Group, Inc. ("*Beasley*"), Greater Media Charlotte, Inc. ("*Greater Media*"), and The Charlotte Divestiture Trust ("*Trust*") for the benefit of Entercom North Carolina, LLC ("*Entercom*").

WHEREAS, this Assignment is made pursuant to the Asset Purchase Agreement (the "*Purchase Agreement*"), dated October 17, 2016, among Beasley, Entercom, and certain of their affiliates, as partially assigned to Charlotte Divestiture Trust, LLC ("*Trustee*"), as Trustee of the Trust, relating to the sale and acquisition of radio stations WFNZ(AM), Charlotte, NC (FCC Facility ID No. 53974), WBT(AM), Charlotte, NC (FCC Facility ID No. 30830), WBT-FM, Chesler, SC (FCC Facility ID No. 10764), and WLNK(FM), Charlotte, NC (FCC Facility ID No. 30834), and FM translator station W273DA, Charlotte, NC (FCC Facility ID No. 142651). Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

Beasley, Greater Media and the Trust hereby unconditionally and irrevocably grant, bargain, sell, assign, transfer, convey, and deliver to Entercom all of Beasley's, Greater Media's, and the Trust's right, title and interest in, to and under the Intangible Property identified on Exhibit A hereto (including the registration thereof and application therefor (wherever filed)), whether statutory or at common law, free and clear of Liens (other than Permitted Liens), including all registrations and applications therefor, the right to recover for past infringement, and the goodwill associated with such Intangible Property.

This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

The construction and performance of this Assignment shall be governed by the laws of the State of Delaware without regard to its principles of conflict of law, as set forth in Section 10.8 of the Purchase Agreement, and, as applicable, Federal law.

Delivery of an executed signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original signature page of this Assignment.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed as of the day and year first above written.

BEASLEY MEDIA GROUP, INC.

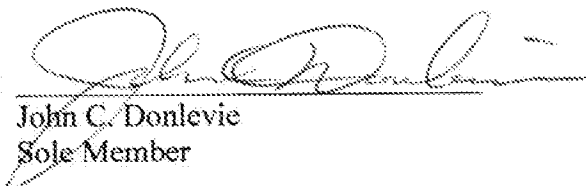
By: _____
Caroline Beasley
Chief Executive Officer

GREATER MEDIA CHARLOTTE, INC.

By: _____
Caroline Beasley
Chief Executive Officer

THE CHARLOTTE DIVESTITURE TRUST

By: CHARLOTTE DIVESTITURE TRUST, LLC,
as Trustee

By: 
John C. Donlevie
Sole Member

SIGNATURE PAGE TO ASSIGNMENT OF INTANGIBLE PROPERTY

TRADEMARK
REEL: 005971 FRAME: 0042

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed as of the day and year first above written.

BEASLEY MEDIA GROUP, INC.

By: Caroline Beasley
Caroline Beasley
Chief Executive Officer

GREATER MEDIA CHARLOTTE, INC.

By: Caroline Beasley
Caroline Beasley
Chief Executive Officer

THE CHARLOTTE DIVESTITURE TRUST

By: CHARLOTTE DIVESTITURE TRUST, LLC.
as Trustee

By: _____
John C. Donlevie
Sole Member

SIGNATURE PAGE TO ASSIGNMENT OF INTANGIBLE PROPERTY

TRADEMARK
REEL: 005971 FRAME: 0043

Exhibit A

<u>MARK</u>	<u>SERIAL/ REG NO.</u>	<u>STATE/ FEDERAL</u>	<u>DATE FILED</u>	<u>REG. DATE</u>	<u>OWNER</u>
BOB & SHERI	20769	North Carolina	10/24/11	10/27/2011	Greater Media Charlotte, Inc.
WBT	4186596	Federal	12/21/11	8/7/2012	Greater Media, Inc.
THE LINK	2254106	Federal	3/13/1997	6/15/2009	Greater Media, Inc.
TIME SAVER TRAFFIC	16913 16914	North Carolina	5/20/2002	5/20/2002 Renewed 5/1/2012	Greater Media Charlotte, Inc.
WFNZ	2372847	Federal		8/1/2000	Beasley Media Group, Inc.
STREET TURKEYS	3346940	Federal		12/4/2007	Beasley Media Group, Inc.