

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424519

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		04/18/2017	National Banking Association:

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON
Street Address:	2001 Bryan Street
Internal Address:	Suite 1000
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1917939	INDIANAPOLIS MONTHLY
Registration Number:	0735488	ATLANTA MAGAZINE
Registration Number:	2325902	TASTE OF INDIANAPOLIS
Registration Number:	1027910	TEXAS MONTHLY
Registration Number:	1379148	DOMAIN
Registration Number:	2182747	E EMMIS PUBLISHING
Registration Number:	1678086	BUZZ
Registration Number:	3381016	THE INDIANAPOLIS MAGAZINE
Registration Number:	3419121	TEXAS MONTHLY @ HOME
Registration Number:	3592016	TM
Registration Number:	3456628	TM
Registration Number:	3468986	TU CIUDAD
Registration Number:	2834684	TEXAS MONTHLY TALKS
Registration Number:	2898384	THE ULTIMATE INTOWN LIVING TOUR
Registration Number:	3681764	OBJECT LESSON
Registration Number:	3827594	PAGE BREAK
Serial Number:	85844635	ENCYCLOPEDIA TEXANICA

CH \$465.00 1917939

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85908058	HOW TO RAISE A TEXAN

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: vmann@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Virginia F. Mann

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	12941-039
NAME OF SUBMITTER:	Virginia F. Mann
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	04/21/2017

Total Attachments: 5

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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (“Agreement”), dated as of April 18, 2017 (the “Effective Date”), is made by and between JPMORGAN CHASE BANK, N.A. (the “Assignor”), as the resigning administrative agent (in such capacities, the “Existing Agent”) under the Credit Agreement (as defined below), and THE BANK OF NEW YORK MELLON (the “Assignee”), as the successor administrative agent under the Credit Agreement.

WHEREAS, EMMIS OPERATING COMPANY (the “Borrower”), EMMIS COMMUNICATIONS CORPORATION (the “Parent”), several banks and other financial institutions from time to time parties thereto (the “Lenders”) and the Assignor, as Administrative Agent, entered into that certain Credit Agreement, dated as of June 10, 2014 (as amended by the First Amendment, dated as of November 7, 2014, the Second Amendment, dated April 30, 2015, and the Third Amendment, dated as of August 18, 2016, and as further amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Assignor, as the Administrative Agent under that certain Notice of Security Interests in Trademarks dated as of June 10, 2014, by and among Emmis Publishing, L.P. and Assignor, as Administrative Agent, as submitted for recordation with the United States Patent and Trademark Office at reel/frame 5306/0921 on June 20, 2014 (as amended, modified, restated or supplemented, the “Security Agreement”), has been granted security interests in the Trademarks identified on Schedule A attached hereto;

WHEREAS, the Assignor and the Assignee have entered into that certain Successor Agent Agreement and Amendment to Credit Agreement, dated and effective as of April 18, 2017 (the “Assignment Agreement”), pursuant to which the Assignee has been appointed as successor Administrative Agent under the Credit Agreement and the other Credit Documents (in such capacities, the “Successor Agent”);

WHEREAS, as of the Effective Date, pursuant to the terms of the Assignment Agreement, the Existing Agent assigns to the Successor Agent each of the security interests granted to the Existing Agent under the Credit Documents, and the Successor Agent assumes all such security interests, for its benefit and for the holders of the Secured Obligations; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby confirms that, pursuant to the Assignment Agreement, all right, title and interest in and to the security interests, including, without limitation, the security interest and liens granted to the Assignor in the Trademarks identified in Schedule A, have been conveyed, assigned and transferred to Assignee, in its capacity as the Successor Agent, and its successors with all goodwill associated therewith, and to the extent that

any such right, title or interest has not been so conveyed, assigned and transferred, Assignor, in its capacity as the Existing Agent, hereby conveys, assigns and transfers to Assignee, in its capacity as the Successor Agent, all such right, title and interest in and to such security interests and liens in the Trademarks identified in Schedule A (the "Assignment"), and in connection therewith, Assignor does hereby, without representation or warranty, release, relinquish, terminate, cancel and discharge all of its right, title and interest in and to the Trademarks identified in Schedule A.

2. Purpose. This Agreement has been executed and delivered by the Assignor for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. The Assignment confirmed herein has been assigned in connection with the Assignment Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Assignment Agreement, the terms of the Assignment Agreement shall control.

3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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

[Remainder of page intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

JPMORGAN CHASE BANK, N.A.
as Assignor

By: 

Thomas W. Harrison
Executive Director

THE BANK OF NEW YORK MELLON,
as Administrative Agent, as Assignee

By: 
Name: John D. Bowman
Title: Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REGISTRATION DATE	REGISTRATION NUMBER
Indianapolis Monthly (words only)	9/12/95	1,917,939
Atlanta Magazine (words only)	7/31/62	735,488
Taste of Indianapolis	3/7/00	2,325,902
Texas Monthly	12/23/75	1,027,910
Domain	1/21/86	1,379,148
E Emmis Publishing and design	8/18/98	2,182,747
Buzz	3/3/1992	1,678,086
The Indianapolis Magazine	2/12/08	3,381,016
Texas Monthly @ Home	4/29/08	3,419,121
TM & Design	3/17/09	3,592,016
TM & Design	7/1/08	3,456,628
Tu Ciudad	7/15/08	3,468,986
Texas Monthly Talks	4/30/04	2,834,684
The Ultimate Intown Living Tour	10/26/04	2,898,384
Object Lesson	9/8/09	3,681,764
Page Break	8/31/10	3,827,594
Indianapolis Monthly Shops	9/22/2011	20,120,572

Pending Trademark Applications

MARK	FILING DATE	SERIAL NUMBER
Encyclopedia Texanica	2/8/2013	85/844,635
How to Raise a Texan	4/18/2013	85/908,058