

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424521

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: 34

Property Type	Number	Word Mark
Registration Number:	1922477	WQCD
Registration Number:	2335536	SMOOTH CRUISE
Registration Number:	1211859	
Registration Number:	1222068	ST. LOUIS' BEST ROCK
Registration Number:	1370559	REAL ROCK RADIO
Registration Number:	1348574	K-SHE-95
Registration Number:	2477364	HOT 97
Registration Number:	2611930	HIP HOP SYMPHONY
Registration Number:	2917414	ALTERNATRIP
Registration Number:	3462222	RXP
Registration Number:	3447958	POWER 106 FM
Registration Number:	3377723	NEW @ 2
Registration Number:	3310112	TICKETS ON THE 10S
Registration Number:	3123677	WHERE HIP HOP LIVES
Registration Number:	3178337	WHO'S NEXT
Registration Number:	3199618	WHO'S NEXT LIVE
Registration Number:	3035754	MUSIC WITH CLASS

CH \$865.00 1922477

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2926438	POWER LAB
Registration Number:	2914550	HOT 93.3
Registration Number:	3507545	REAL ROCK MUSEUM
Registration Number:	3467773	THE NY ROCK EXPERIENCE
Registration Number:	3056963	
Registration Number:	3334738	WEBRUARY
Registration Number:	4198544	HIP HOP VOTES HOT 97 FM
Registration Number:	4197746	HOT 97 FM
Registration Number:	4194765	HIP HOP HAS HEART
Registration Number:	4118159	LOUD DIGITAL NETWORK
Registration Number:	4096305	POWER PAYROLL
Registration Number:	4320423	POWER 106 FM
Serial Number:	85765786	WHERE HIP HOP LIVES
Registration Number:	4383963	HOT 97 FM
Registration Number:	4426756	ACTIFY
Registration Number:	4497600	ACTIVATE THE EXPERIENCE
Registration Number:	4513827	

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: 6

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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 Radio, LLC and Assignor, as Administrative Agent, as submitted for recordation with the United States Patent and Trademark Office at reel/frame 5306/0938 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.

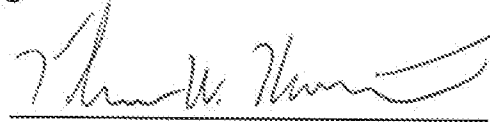
4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[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.

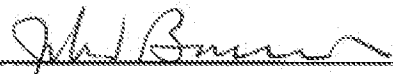
JPMORGAN CHASE BANK, N.A.
as Assignor

By:



Thomas W. Harrison
Executive Director

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

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

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

MARK	REG. DATE/ FILING DATE	REG. NO./SERIAL NO.
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/05/82	1,211,859
St. Louis' Best Rock (words only)	12/28/82	1,222,068
Real Rock Radio (words only)	11/12/85	1,370,559
K-SHE-95 (words only)	7/9/85	1,348,574
HOT 97	8/14/01	2,477,364
Hip Hop Symphony	8/27/02	2,611,930
Alternatrip	1/11/05	2,917,414
RXP	7/8/08	3,462,222
Power 106 FM	6/17/08	3,447,958
New @ 2	2/5/08	3,377,723
Tickets On The 10s	10/9/07	3,310,112
Where Hip Hop Lives	8/1/06	3,123,677
Who's Next	11/28/06	3,178,337
Who's Next Live	1/16/07	3,199,618
Music With Class	12/27/05	3,035,754
Power Lab	2/15/05	2,926,438
Hot 93.3	12/28/04	2,914,550
Real Rock Museum	9/30/08	3,507,545
The NY Rock Experience	7/15/08	3,467,773
(Sound Mark)	2/7/06	3,056,963
Webruary	11/13/07	3,334,738
Hip Hop Votes Hot 97 FM	8/28/12	4,198,544
Hot 97 FM	8/28/12	4,197,746
Hip Hop Has Heart	8/21/12	4,194,765

MARK	REG. DATE/ FILING DATE	REG. NO./SERIAL NO.
Loud Digital Network	3/27/12	4,118,159
Power Payroll	2/7/12	4,096,305
POWER 106 FM	4/16/2013	4,320,423
WHERE HIP HOP LIVES (Pending)	10/29/12	85/765,786
Hot 97 Logo	8/13/2013	4,383,963
Actify	10/29/2013	4,426,756
Activate the Experience	3/8/2014	4,497,600
Actify Logo	4/15/2014	4,513,827