

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432708

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900406762

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIR HOT, INC.		05/19/2017	Corporation: DELAWARE
CARON BROADCASTING, INC.		05/19/2017	Corporation: OHIO
NEW INSPIRATION BROADCASTING COMPANY, INC.		05/19/2017	Corporation: CALIFORNIA
SALEM COMMUNICATIONS HOLDING CORPORATION		05/19/2017	Corporation: DELAWARE
SALEM PUBLISHING, INC.		05/19/2017	Corporation: TENNESSEE
SALEM RADIO NETWORK INCORPORATED		05/19/2017	Corporation: DELAWARE
SALEM WEB NETWORK, LLC		05/19/2017	Corporation: DELAWARE
SCA LICENSE CORPORATION		05/19/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 77

Property Type	Number	Word Mark
Registration Number:	3205952	HOT AIR
Registration Number:	2736979	CROSSWALK.COM
Registration Number:	2805120	CROSSWALK
Registration Number:	2569476	THE FISH
Registration Number:	2616697	THE FISH 95.9 FM
Registration Number:	4793162	REGNERY
Registration Number:	4793163	LITTLE PATRIOT PRESS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4675160	RADIO LUZ
Registration Number:	4667592	THE ANSWER
Registration Number:	4599766	TODAY'S CHRISTIAN MUSIC
Registration Number:	4477818	SOLID GOSPEL
Registration Number:	4470854	THE WORD IN PRAISE
Registration Number:	4192191	BULL MARKET ALERT
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Registration Number:	4643211	FAMILY TALK
Registration Number:	4188879	REDSTATE
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Registration Number:	3933015	DAILY EVENTS
Registration Number:	3316971	WNTP
Registration Number:	3316951	KLFE
Registration Number:	3316950	KCRO
Registration Number:	3316953	WORL
Registration Number:	3316913	KLUP
Registration Number:	3316905	WYLL
Registration Number:	3316906	KSLR
Registration Number:	3316882	WFHM
Registration Number:	3316869	KKNT
Registration Number:	3316870	KYCR
Registration Number:	3316862	WWTC
Registration Number:	3316389	KBIQ
Registration Number:	3293430	KGFT
Registration Number:	3293372	WGKA
Registration Number:	3293352	KSKY
Registration Number:	3293330	WEZE
Registration Number:	3292877	WAVA
Registration Number:	3292876	WFIL
Registration Number:	3292824	KPRZ

Property Type	Number	Word Mark
Registration Number:	3397026	KRLA
Registration Number:	3397015	KCBQ
Registration Number:	3397001	KKLA
Registration Number:	3396999	KGU
Registration Number:	3396987	KKFS
Registration Number:	3396982	KFAX
Registration Number:	3396984	KFIS
Registration Number:	3396955	KFSH
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Registration Number:	3164206	POLITICALLY INCORRECT GUIDE
Registration Number:	2856493	DOUG FABIAN'S SUCCESSFUL INVESTING
Registration Number:	3382286	CELEBRATE FREEDOM
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Registration Number:	2726199	FORECASTS & STRATEGIES
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Registration Number:	2252408	CONSERVATIVE BOOK CLUB
Registration Number:	1956285	AND RIGHTLY SO
Registration Number:	1908426	THE NATIONAL CONSERVATIVE WEEKLY
Registration Number:	1902669	HUMAN EVENTS
Registration Number:	1996372	SALEM COMMUNICATIONS CORPORATION
Registration Number:	1198671	FORECASTS & STRATEGIES
Registration Number:	4022953	GOD TUBE
Registration Number:	1604548	THE SINGING NEWS MAGAZINE THE PRINTED VO
Registration Number:	1968784	SALEM RADIO NETWORK
Registration Number:	1935920	SRN
Registration Number:	4604746	REPRAY
Registration Number:	4706370	TWITCHY
Registration Number:	4356547	GODTUBE
Registration Number:	4762271	TOWNHALL.COM
Registration Number:	3134729	TOWNHALL.COM

CORRESPONDENCE DATA

Fax Number: 2139963305

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: 2136836305

Email: williamwolff@paulhastings.com

Correspondent Name: William Wolff c/o Paul Hastings LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 91824-00050

NAME OF SUBMITTER: William Wolff

SIGNATURE: /William Wolff/

DATE SIGNED: 06/27/2017

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 19th day of May, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 19, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Salem Media Group, Inc., as Parent, each of the Parent’s subsidiaries that are signatories thereto and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, together with Parent, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent as lead arranger, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 19, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

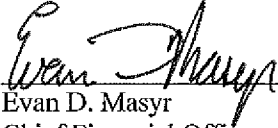
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**AIR HOT, INC.
CARON BROADCASTING, INC.
NEW INSPIRATION BROADCASTING COMPANY, INC.
SALEM COMMUNICATIONS HOLDING CORPORATION
SALEM PUBLISHING, INC.
SALEM RADIO NETWORK INCORPORATED**

By:  _____
Name: Evan D. Masyr
Title: Chief Financial Officer

**SALEM WEB NETWORK, LLC
BY: SCA LICENSE CORPORATION,
its Managing Member**

By:  _____
Name: Evan D. Masyr
Title: Chief Financial Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association



By: _____

Name: Nicholas P. [unclear]
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 006084 FRAME: 0981

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Air Hot, Inc.	3205952	HOT AIR
Caron Broadcasting, Inc.	2736979	CROSSWALK.COM
Caron Broadcasting, Inc.	2805120	CROSSWALK
New Inspiration Broadcasting Company, Inc.	2569476	THE FISH
New Inspiration Broadcasting Company, Inc.	2616697	THE FISH 95.9 FM (Design)
Salem Communications Holding Corporation	4793162	REGNERY
Salem Communications Holding Corporation	4793163	LITTLE PATRIOT PRESS
Salem Communications Holding Corporation	4675160	RADIO LUZ
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Salem Communications Holding Corporation	4470854	THE WORD IN PRAISE
Salem Communications Holding Corporation	4192191	BULL MARKET ALERT
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Salem Communications Holding Corporation	4017393	FAMILY EVENTS
Salem Communications Holding Corporation	4011756	THE GLOBAL GURU
Salem Communications Holding Corporation	4095506	ETF TRADER
Salem Communications Holding Corporation	4098079	MAKING MONEY ALERT
Salem Communications Holding Corporation	4098082	HIGH MONTHLY INCOME
Salem Communications	4098083	HEDGE FUND TRADER

Holding Corporation Salem Communications	4098084	HIGH-INCOME ALERT
Holding Corporation Salem Communications	4104215	TURNAROUND TRADER
Holding Corporation Salem Communications	3933015	DAILY EVENTS
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Salem Communications Holding Corporation	3188777	SERMONSEARCH
Salem Communications Holding Corporation	3164206	POLITICALLY INCORRECT GUIDE
Salem Communications Holding Corporation	2856493	DOUG FABIAN'S SUCCESSFUL INVESTING
Salem Communications Holding Corporation	3382286	CELEBRATE FREEDOM
Salem Communications Holding Corporation	2583356	S
Salem Communications Holding Corporation	2726199	FORECASTS & STRATEGIES
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Salem Communications Holding Corporation	2527818	LIFELINE PRESS
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Salem Communications Holding Corporation	1956285	AND RIGHTLY SO
Salem Communications Holding Corporation	1908426	THE NATIONAL CONSERVATIVE WEEKLY
Salem Communications Holding Corporation	1902669	HUMAN EVENTS
Salem Communications Holding Corporation	1996372	SALEM COMMUNICATIONS CORPORATION
Salem Communications Holding Corporation	1198671	FORECASTS & STRATEGIES
Salem Web Network, LLC	4022953	GOD TUBE
Salem Publishing, Inc.	1604548	THE SINGING NEWS MAGAZINE THE PRINTED VOICE OF GOSPEL MUSIC
Salem Radio Network Incorporated	1968784	SALEM RADIO NETWORK
Salem Radio Network Incorporated	1935920	SRN
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Salem Web Network, LLC	4762271	TOWNHALL.COM

Salem Web Network, LLC	4022953	GODTUBE (Design)
Salem Web Network, LLC	3134729	TOWNHALL.COM (Design)

Trademark Applications

None.

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.



Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

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Electronic Version v1.1
Stylesheet Version v1.2

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Correspondent Name: William Wolff c/o Paul Hastings LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	91824-00050
NAME OF SUBMITTER:	William Wolff
Signature:	/William Wolff/
Date:	05/19/2017

Total Attachments: 9
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RECEIPT INFORMATION

ETAS ID: TM428282
Receipt Date: 05/19/2017
Fee Amount: \$1940