

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM451473

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Entercom Atlanta, LLC		11/17/2017	Limited Liability Company: DELAWARE
Entercom Austin, LLC		11/17/2017	Limited Liability Company: DELAWARE
Entercom California, LLC		11/17/2017	Limited Liability Company: DELAWARE
Entercom Indianapolis, LLC		11/17/2017	Limited Liability Company: DELAWARE
Entercom North Carolina, LLC		11/17/2017	Limited Liability Company: DELAWARE
Entercom Miami, LLC		11/17/2017	Limited Liability Company: DELAWARE
Entercom Rochester, LLC		11/17/2017	Limited Liability Company: DELAWARE
Entercom Kansas City, LLC		11/17/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	Mail Code NY1-C413, 4 CMC		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245-0001		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76126662	ATLANTA'S SPORTS LEADER	
<b>Serial Number:</b>	85232981	BIG 90'S WEEKEND	
<b>Serial Number:</b>	76199912	KAMX	
<b>Serial Number:</b>	73545583	KOIT	
<b>Serial Number:</b>	73751247	NIGHT BREEZE	
<b>Serial Number:</b>	77067622	STREET TURKEYS	
<b>Serial Number:</b>	86614207	STUDIO M	

OP \$390.00 76126662

Property Type	Number	Word Mark
Serial Number:	86283081	STUDIO M
Serial Number:	86283071	STUDIO M
Serial Number:	75669648	THE ROCK OF KANSAS CITY
Serial Number:	85500940	WBT
Serial Number:	73548820	WCMF
Serial Number:	75792424	WFNZ
Serial Number:	75256564	THE LINK
Serial Number:	75756824	WPXY

#### CORRESPONDENCE DATA

**Fax Number:** 8009144240

*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:** 6142803562

**Email:** ted.mulligan@wolterskluwer.com

**Correspondent Name:** Ted Mulligan

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Ted Mulligan
<b>SIGNATURE:</b>	/ted mulligan/
<b>DATE SIGNED:</b>	11/20/2017

#### Total Attachments: 7

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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

1. Entercom Atlanta, LLC; 2. Entercom Austin, LLC; 3. Entercom California, LLC; 4. Entercom Indianapolis, LLC; 5. Entercom North Carolina, LLC; 6. Entercom Miami, LLC; 7. Entercom Kansas City, LLC; 8. Entercom Rochester, LLC

☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other I-8. LLC - Delaware

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) November 17, 2017

☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: Mail Code NY1-C413, 4 CMC

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 30860.599

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

15

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

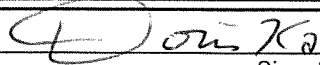
☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

November 17, 2017

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2017 (this “**Agreement**”) among the Grantors identified herein and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties.

Reference is made to the Security Agreement, dated as of October 17, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of October 17, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Guarantors from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender and an L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). The Grantors are subsidiaries of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks under any Secured Hedge Agreements and Treasury Services Agreement and the undersigned Grantor are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Secured Hedge Agreements and Treasury Services Agreements. 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 Article I of the Credit 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 Guarantees, each Grantor, pursuant to and subject to the limitations set forth in the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and 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 (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, company names, trade dress, logos, designs, (fictitious) business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, now existing and hereafter adopted or acquired, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO or any similar offices in any state of the United States or any political

subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Schedule I hereto, (b) all income, fees, royalties, damages, claims and payments due and payable under or with respect to the foregoing (to the extent that such Grantor has a right to collect them), (c) any claims or causes of action relating to any of the foregoing, including whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, dilution, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, (d) all goodwill connected with the use thereof and symbolized thereby and (e) all other assets, rights and interests that uniquely reflect or embody such goodwill and all rights corresponding to the foregoing; *provided* that the grant of security interest shall not include any “**intent-to-use**” trademark applications prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto, provided, however, that immediately upon such filing an acceptance, such “intent-to-use” trademark applications shall be deemed included in the definition of Trademark Collateral hereunder.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may reasonably request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate, at Grantor’s sole cost and expense, with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. 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.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement, if then in effect and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement, if then in effect. In the event of any conflict between the terms of the Intercreditor Agreement, if then in effect, and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern.

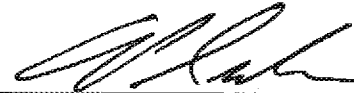
Section 7. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Collateral Agent.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

ENTERCOM ATLANTA, LLC  
ENTERCOM AUSTIN, LLC  
ENTERCOM CALIFORNIA, LLC  
ENTERCOM INDIANAPOLIS, LLC  
ENTERCOM NORTH CAROLINA, LLC  
ENTERCOM MIAMI, LLC  
ENTERCOM KANSAS CITY, LLC  
ENTERCOM ROCHESTER, LLC

By:



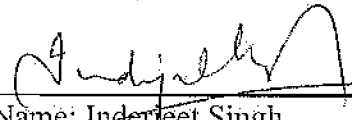
Name: Andrew P. Sutor, IV

Title: Executive Vice President

[Signature Page to Trademark Agreement]

TRADEMARK  
REEL: 006209 FRAME: 0133

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:   
Name: Inderjeet Singh  
Title: Vice President

[Signature Page to Trademark Agreement]



**Schedule I to  
Trademark Security Agreement Supplement**

**United States Trademarks, Service Marks and Trademark Applications**

<b>Owner</b>	<b>Name</b>	<b>Class</b>	<b>Registration / Renewal #</b>	<b>Serial #</b>
Entercom Atlanta, LLC	Atlanta's Sports Leader	38	2606733	76-126662
Entercom Atlanta, LLC	Big 90's Weekend	38	4025622	85-232981
Entercom Austin, LLC	KAMX	38	76199912	76-199912
Entercom California, LLC	KOIT	38	1381801	73545583
Entercom Indianapolis, LLC	Night Breeze	41	1538535	73751247
Entercom North Carolina, LLC	Street Turkeys	35	3346940	77067622
Entercom Miami, LLC	Studio M - Round Logo	41	4925549	86-614207
Entercom Miami, LLC	Studio M - Square Logo	41	4718090	86-283081
Entercom Miami, LLC	Studio M - Words Only	41	4718089	86-283071
Entercom Kansas City, LLC	The Rock of Kansas City	38	2355016	75669648
Entercom North Carolina, LLC	WBT	38	4186596	85500940
Entercom Rochester, LLC	WCMF	38	1383707	73548820
Entercom North Carolina, LLC	WFNZ	38	2372847	75792424
Entercom North Carolina, LLC	THE LINK	38	2254106	75256564
Entercom Rochester, LLC	WPXY	38	2345669	75756824