

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451639

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beasley Broadcast Group, Inc.		11/17/2017	Corporation: DELAWARE
Beasley Media Group, Inc.		11/17/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	800 Nicollet Mall
Internal Address:	BC-MN0H03R
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	1601405	B
Registration Number:	2517162	WBAV
Registration Number:	2326615	WNKS
Registration Number:	2522322	WPEG
Registration Number:	2517173	WLLD
Registration Number:	4351804	CONFESSIONS AT 7
Registration Number:	4533153	SANTA BLAST
Registration Number:	4213236	WRAT
Registration Number:	2517172	WYUU
Registration Number:	5284991	WKQC
Registration Number:	3182288	BEN FM
Registration Number:	4525572	BITCHES BASH
Registration Number:	4192926	BOSTON TALKS
Registration Number:	4529680	DAVE & CHUCK THE FREAK
Registration Number:	2611856	EXCEPTIONAL WOMEN
Registration Number:	4342197	FEEL GOOD FRIDAY
Registration Number:	4018918	GOTTS

CH \$1015.00 1601405

Property Type	Number	Word Mark
Registration Number:	4583400	IT'S FRIDAY BITCHES!
Registration Number:	2634013	JERSEY JAM
Registration Number:	1542928	MAGIC MUSIC
Registration Number:	2796742	MILE OF MEET
Registration Number:	4458898	RADIO WITHOUT RULES
Registration Number:	4186597	WBOS
Registration Number:	1610130	WCSX
Registration Number:	1375099	WCTC
Registration Number:	4186592	WDHA
Registration Number:	4186598	WJRZ
Registration Number:	1376313	WMGK
Registration Number:	1375105	WMGQ
Registration Number:	1378464	WMJX
Registration Number:	3480398	WMMR
Registration Number:	1375104	WPEN
Registration Number:	3480400	WRIF
Registration Number:	2524613	BIG SCREEN WEATHER
Registration Number:	2046844	JERSEY'S ROCK RADIO
Registration Number:	2491913	WRAT 95.9 RATFEST
Registration Number:	2130765	WRAT 95.9 THE RAT ROCKS!
Registration Number:	2149314	THE RAT ROCKS
Registration Number:	2065213	THE ROCK OF NEW JERSEY
Registration Number:	2135752	WROR

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3300

Email: jchester@sidley.com

Correspondent Name: Julia Chester c/o Sidley Austin LLP

Address Line 1: 2021 McKinney Avenue

Address Line 2: Suite 2000

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Julia M. Chester

SIGNATURE: /Julia M. Chester/

DATE SIGNED: 11/20/2017

Total Attachments: 7

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TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of November 17, 2017, (this “**Agreement**”), among BEASLEY BROADCAST GROUP, INC., a Delaware corporation and BEASLEY MEDIA GROUP, INC., a Delaware corporation (together the “**Grantors**” and each, a “**Grantor**”) and U.S. BANK NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of November 17, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among BEASLEY BROADCAST GROUP, INC., a Delaware corporation (“**Holdings**”), BEASLEY MEZZANINE HOLDINGS, LLC, a Delaware limited liability company (the “**Borrower**”), the subsidiaries of Holdings from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of November 17, 2017 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the other Guarantors from time to time party thereto, U.S. Bank National Association, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 Section 1.01(b) of the Security 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 Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or 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 under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, and all registrations and applications therefore, together with the goodwill of the business symbolized thereby, as filed in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill of the business symbolized by the Trademarks

excluding, in each case of (a) and (b) any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. 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.

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BEASLEY BROADCAST GROUP, INC.,
as the Grantor,

By: Carolee Beasley

Name: B. Caroline Beasley

Title: Chief Executive Officer

[Signature Page to Trademark Short Form Security Agreement]

TRADEMARK
REEL: 006210 FRAME: 0243

BEASLEY MEDIA GROUP, INC.
as the Grantor

By: *Caroline Beasley*
Name: B. Caroline Beasley
Title: Chief Executive Officer

[Signature Page to Trademark Short Form Security Agreement]

TRADEMARK
REEL: 006210 FRAME: 0244

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 


Name:

Garret Komjathy

Title:

Senior Vice President

United States Trademarks and Trademark Applications

<u>Credit Party</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Owned/ Licensed</u>	<u>Registration No.</u>
Beasley Broadcast Group, Inc.	B 	6/12/90	Owned	1601405
Beasley Media Group, Inc.	WBAV	12/11/01	Owned	2517162
Beasley Media Group, Inc.	WNKS	3/7/00	Owned	2326615
Beasley Media Group, Inc.	WPEG	12/25/01	Owned	2522322
Beasley Media Group, Inc.	WLLD	12/11/01	Owned	2517173
Beasley Media Group, Inc.	CONFESSIONS AT 7	6/11/13	Owned	4351804
Beasley Media Group, Inc.	SANTA BLAST	5/20/14	Owned	4533153
Beasley Media Group, Inc.	WRAT	9/25/12	Owned	4213236
Beasley Media Group, Inc.	WYUU	12/11/01	Owned	2517172
Beasley Media Group, Inc.	WKQC	9/12/17	Owned	5284991
Beasley Media Group, Inc.	BEN FM	12/12/06	Owned	3182288
Beasley Media Group, Inc.	BITCHES BASH	5/6/14	Owned	4525572
Beasley Media Group, Inc.	BOSTON TALKS	8/21/12	Owned	4192926
Beasley Media Group, Inc.	DAVE & CHUCK THE FREAK	5/13/14	Owned	4529680
Beasley Media Group, Inc.	EXCEPTIONAL WOMEN	8/27/02	Owned	2611856
Beasley Media Group, Inc.	FEEL GOOD FRIDAY	5/28/13	Owned	4342197
Beasley Media Group, Inc.	GOTTS	8/30/11	Owned	4018918
Beasley Media Group, Inc.	IT'S FRIDAY BITCHES!	8/12/14	Owned	4583400
Beasley Media Group, Inc.	JERSEY JAM	10/15/02	Owned	2634013
Beasley Media Group, Inc.	MAGIC MUSIC	6/6/89	Owned	1542928
Beasley Media Group, Inc.	MILE OF MEET	12/23/03	Owned	2796742
Beasley Media Group, Inc.	RADIO WITHOUT RULES	12/31/13	Owned	4458898
Beasley Media Group, Inc.	WBOS	8/7/12	Owned	4186597
Beasley Media Group, Inc.	WCSX	8/14/90	Owned	1610130
Beasley Media Group, Inc.	WCTC	12/10/85	Owned	1375099
Beasley Media Group, Inc.	WDHA	8/7/12	Owned	4186592
Beasley Media Group, Inc.	WJRZ	8/7/12	Owned	4186598

Beasley Media Group, Inc.	WMGK	12/17/85	Owned	1376313
Beasley Media Group, Inc.	WMGQ	12/10/85	Owned	1375105
Beasley Media Group, Inc.	WMJX	1/14/86	Owned	1378464
Beasley Media Group, Inc.	WMMR	8/5/08	Owned	3480398
Beasley Media Group, Inc.	WPEN	12/10/85	Owned	1375104
Beasley Media Group, Inc.	WRIF	8/5/08	Owned	3480400
Beasley Media Group, Inc.	BIG SCREEN WEATHER	1/1/02	Owned	2524613
Beasley Media Group, Inc.	JERSEY'S ROCK RADIO	3/18/97	Owned	2046844
Beasley Media Group, Inc.	WRAT 95.9 RATFEST	9/25/01	Owned	2491913
Beasley Media Group, Inc.	WRAT 95.9 THE RAT ROCKS! 	1/20/98	Owned	2130765
Beasley Media Group, Inc.	THE RAT ROCKS	4/7/98	Owned	2149314
Beasley Media Group, Inc.	THE ROCK OF NEW JERSEY	5/27/97	Owned	2065213
Beasley Media Group, Inc.	WROR	2/10/98	Owned	2135752