TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM471891

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon, as Administrative Agent		04/30/2018	Banking Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Emmis Radio, LLC		
Street Address:	40 Monument Circle, Suite 700		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Liability Company: INDIANA		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3056963	
Registration Number:	3035754	MUSIC WITH CLASS

CORRESPONDENCE DATA

Fax Number: 3179575011

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: 3173992811

Email: tm-dept@quarles.com **Correspondent Name:** Joel E. Tragesser

135 N. Pennsylvania St., Suite 2400 Address Line 1:

Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER: Joel E. Tragesser **SIGNATURE:** /Joel E. Tragesser/ **DATE SIGNED:** 04/30/2018

Total Attachments: 4

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> **TRADEMARK** REEL: 006323 FRAME: 0234

PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

(KNOU/KFTK)

THIS PARTIAL TERMINATION AND RELEASE ("Release") is dated as of April 30, 2018, from THE BANK OF NEW YORK MELLON, as Administrative Agent (the "Agent"), in favor of EMMIS RADIO, LLC, an Indiana limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 10, 2014, (collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor granted, in favor of the Agent (as successor-in-interest to JPMorgan Chase Bank, N.A.), a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the Collateral Agreement, the Agent and the Grantor entered into that certain Notice of Security Interests in Trademarks, dated as of June 10, 2014 (the "Trademark Security Agreement"), under which the Grantor, reaffirmed its intent to grant and granted a Security Interest to the Agent in certain Trademarks, including the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 20, 2014, at Reel 5306 and Frame 0921; and

WHEREAS, the Agent now desires to terminate and release its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used but not defined herein shall have the meaning provided in the Collateral Agreement. The term "<u>Trademark Collateral</u>," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges, without recourse, representation or warranty of any kind, its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Trademark Collateral and to no other collateral arising under the Collateral Agreement. The

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Agent retains all security interests pledged and granted under the Collateral Agreement with respect to all such other collateral, and the Agent's security interest in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

- 4. <u>Authorization</u>. The Administrative Agent hereby authorizes the Grantor and its respective counsel (including its respective designees) to record this Release with the U.S. Patent and Trademark Office.
- 5. <u>Further Assurances</u>. The Agent hereby agrees to duly execute any further documents (in form and substance reasonably satisfactory to Agent) and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby, at Grantor's sole cost and expense.

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK MELLON, as Administrative Agent

By:

Name:

Title:

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Registration Date	Registration Number
(Sound Mark)		3,056,963
Music With Class	12/27/05	3,035,794

[Schedule A to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK

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