

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475683

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|---|---|------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SAGA COMMUNICATIONS OF SOUTH DAKOTA, LLC | | 01/11/2018 | Limited Liability Company: DELAWARE |
| FRANKLIN COMMUNICATIONS, INC. | | 01/11/2018 | Corporation: DELAWARE |
| SAGA COMMUNICATIONS OF IL, LLC | | 01/11/2018 | Limited Liability Company: DELAWARE |
| SAGA COMMUNICATIONS, INC. | | 01/11/2018 | Corporation: DELAWARE |
| SAGA QUAD STATES COMMUNICATIONS, LLC | | 01/11/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | |
| Street Address: | Middle Market Servicing, 10 South Dearborn | | |
| Internal Address: | Floor L2, Suite IL 1-0480 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603-2300 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5261140 | WNAX | |
| Registration Number: | 5280346 | ICONIC ROCK | |
| Registration Number: | 5104207 | LITTLE MIRACLES 5K 10K | |
| Registration Number: | 4972375 | THE OUTLAW: LEGENDS AND YOUNG GUNS | |
| Registration Number: | 3808847 | CHUCK FM | |
| Registration Number: | 3810695 | 101.7 CHUCK FM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8446706009 | | |
| <i>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.</i> | | | |
| Phone: | 313-223-3098 | | |

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TRADEMARK

Email: nzemgulis@dickinsonwright.com
Correspondent Name: M. Katherine VanderVeen
Address Line 1: 500 Woodward Ave.
Address Line 2: Suite 4000
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER: 7-4628

NAME OF SUBMITTER: M. Katherine VanderVeen

SIGNATURE: /M. Katherine VanderVeen/

DATE SIGNED: 05/29/2018

Total Attachments: 4

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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") dated as of January 11, 2018, is entered into by and among Saga Communications, Inc., a Delaware corporation (the "Borrower"), each of the Guarantors signatory hereto (the "Guarantors"), and together with the Borrower, the "Grantors") and JPMorgan Chase Bank, N.A. (the "Agent").

Statement of Facts

A. The Grantors and the Agent executed an Intellectual Property Security Agreement dated as of August 18, 2015 (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "IP Security Agreement").

B. The Grantors desire to amend the IP Security Agreement as set forth herein, and the Agent has agreed to do so upon the terms and conditions set forth herein.

Terms

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby absolutely, unconditionally and irrevocably agree with the Agent as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the IP Security Agreement.

2. Amendment. Schedule I to the IP Security Agreement is amended by adding the following Trademarks thereto:

| Trademark: | Registration / Application No.: | Registration / Application Date: | Name of Grantor |
|------------------------------------|---------------------------------|----------------------------------|--|
| WNAX | 5,261,140 | 8/8/17 | Saga Communications of South Dakota, LLC |
| Iconic Rock | 5,280,346 | 9/5/17 | Franklin Communications, Inc. |
| Little Miracles 5k 10k | 5,104,207 | 12/20/16 | Saga Communications of IL, LLC |
| The Outlaw: Legends and Young Guns | 4,972,375 | 6/7/16 | Saga Communications, Inc. |
| CHUCK FM | 3808847 | 6/29/10 | Saga Quad States Communications, LLC |
| 101.7 Chuck FM | 3810695 | 6/29/10 | Saga Quad States Communications, LLC |

3. Representations. In order to induce the Agent to enter into this Amendment, the Grantors represent and warrant to the Agent that the following statements are true, correct and complete:

3.1 The execution, delivery and performance of this Amendment are within each Grantor's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders.

3.2 This Amendment has been duly executed and delivered by each Grantor and constitutes a legal, valid and binding obligation of each Grantor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

3.3 After giving effect to the amendments herein contained and the satisfaction of the condition described in Paragraph 4 below, the representations and warranties contained in the IP Security Agreement and the other Loan Documents are true on and as of the date hereof with the same force and effect as if made on and as of the date hereof and no Default has occurred and is continuing.

4. Conditions Precedent. This Amendment shall be effective as of the date hereof when each of the following is satisfied:

4.1 The Grantors and the Agent shall have executed this Amendment.

5. Miscellaneous.

5.1 References in the Loan Documents to the IP Security Agreement shall be deemed to be references to the IP Security Agreement as amended hereby and as further amended from time to time. This Amendment is a Loan Document.

5.2 Except as expressly amended hereby, each Grantor agrees that the Loan Documents are ratified and confirmed and shall remain in full force and effect and that it has no set off, counterclaim, defense or other claim or dispute with respect to any of the foregoing.

5.3 This Amendment shall be governed by and construed in accordance with the laws of the State of Michigan. This Amendment shall not be deemed to have otherwise prejudiced any present or future right or rights which the Agent now has or may have under the IP Security Agreement or in any other Loan Document and, in addition, shall not entitle any Grantor to a waiver, amendment, modification or other change to, of or in respect of any provision of the IP Security Agreement or in any other Loan Document in the future in similar or dissimilar circumstances. This Amendment may be signed upon any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument, and signatures sent by facsimile or other electronic imaging shall be effective as originals.

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IN WITNESS WHEREOF, each Grantor has caused this Amendment to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

BORROWER:

SAGA COMMUNICATIONS, INC.

By: Samuel D. Bush
Name: Samuel D. Bush
Title: Chief Financial Officer


GUARANTORS:

FRANKLIN COMMUNICATIONS, INC.
SAGA RADIO NETWORKS, LLC
SAGA BROADCASTING, LLC
SAGA COMMUNICATIONS OF NEW ENGLAND, LLC
SAGA COMMUNICATIONS OF ARKANSAS, LLC
SAGA COMMUNICATIONS OF NORTH CAROLINA, LLC
TIDEWATER COMMUNICATIONS, LLC
SAGA COMMUNICATIONS OF ILLINOIS, LLC
SAGA COMMUNICATIONS OF SOUTH DAKOTA, LLC
LAKEFRONT COMMUNICATIONS, LLC
SAGA COMMUNICATIONS OF NEW HAMPSHIRE, LLC
SAGA COMMUNICATIONS OF CHARLOTTEVILLE, LLC
SAGA COMMUNICATIONS OF IOWA, LLC
SAGA QUAD STATES COMMUNICATIONS, LLC
SAGA COMMUNICATIONS OF TUCKESSEE, LLC
SAGA COMMUNICATIONS OF MILWAUKEE, LLC

By: Samuel D. Bush
Name: Samuel D. Bush
Title: Treasurer

AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: MARC MOSES
Title: VICE PRESIDENT