

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hubbard Radio St. Louis, LLC		04/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1 New York Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1348574	K-SHE-95	
Registration Number:	1211859		
Registration Number:	1370559	REAL ROCK RADIO	
Registration Number:	1222068	ST. LOUIS' BEST ROCK	
Registration Number:	5012989	THE ROCK OF ST. LOUIS	
Registration Number:	1304199	MOONLIGHT RAMBLE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	07/03/2018		

OP \$165.00 1348574

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):

Hubbard Radio St. Louis, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 30, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Morgan Stanley Senior Funding, Inc.

Street Address: 1 New York Plaza

City: New York

State: NY

Country: USA Zip: 10004

- 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 Schedule 1

See Schedule 1

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

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:

Elaine Carrera
Signature

July 2, 2018
Date

Elaine Carrera

Name of Person Signing

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

7

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 30, 2018 (the "Trademark Security Agreement") made by Hubbard Radio St. Louis, LLC, a Delaware limited liability company, located at 3415 University Avenue, St. Paul, Minnesota 55114 ("Grantor"), is in favor of Morgan Stanley Senior Funding, Inc., a Delaware corporation, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement, dated as of May 27, 2015 (the "Guarantee and Collateral Agreement") in favor of the Collateral Agent and Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is a party to the Guarantee and Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has created in favor of the Collateral Agent a security interest in the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and pursuant to Section 5.10 of the Guarantee and Collateral Agreement, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all trademarks, service marks, certification marks, tradenames, corporate names, company names, business names, slogans, logos, trade dress, Internet domain names, and other source identifiers, whether registered or unregistered in the United States or any other country or any political subdivision thereof, together with any and all (i) registrations and applications for any of the foregoing, including without limitation, each registration and application identified on Schedule 1 attached hereto, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) extensions and renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages, claims and payments for past, present or future infringements, misappropriations or other violations thereof, (vi) rights and remedies to sue for past, present and future infringements, misappropriations and other violations of any of the foregoing and (vii) rights, priorities, and privileges corresponding to any of the foregoing throughout the world ("Trademarks") of Grantor, including, without limitation, the registered and applied-for Trademarks of Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement, including in any application for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d); and (ii) the security interest granted hereby (A) shall attach at all times to all proceeds of such property, (B) shall attach to such property immediately and automatically (without the need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

The term of this Trademark Security Agreement shall be co-terminus with the Guarantee and Collateral Agreement.

Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

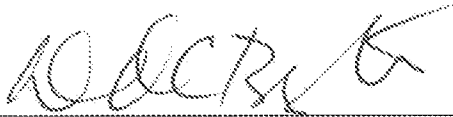
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

HUBBARD RADIO ST. LOUIS, LLC

By: 
Name: David C. Bestler
Title: Executive Vice President and
Chief Financial Officer

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING,
INC., AS COLLATERAL AGENT

By: _____
Name:
Title:

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING,
INC., AS COLLATERAL AGENT

By: 

Name: Michael C. Miller
Title: Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006370 FRAME: 0377

TRADEMARKS

KPNT:

1. CRAP ON CELEBRITIES (Missouri – Registration Number S019559);
2. DISCOUNT NEWS (Missouri – Registration Number S019553);
3. EAT AND TREAT (Illinois – Registration Number 111084);
4. EAT AND TREAT (Illinois – Registration Number 111085);
5. EAT AND TREAT (Missouri – Registration Number 020501);
6. EAT AND TREAT (Missouri – Registration Number S020502);
7. EVERYTHING ALTERNATIVE (Missouri – Registration Number S019547);
8. FAIL STORIES (Missouri – Registration Number S019552);
9. FAT CHICK SKINNY CHICK (Missouri – Registration Number S019554);
10. FIRST WORLD PROBLEMS (Missouri – Registration Number S019550);
11. FREAK OF THE WEEK! (Missouri – Registration Number S019558);
12. HEADLINE GOO! (Missouri – Registration Number S019549);
13. HEADLINE HOOSHE (Missouri – Registration Number S019556);
14. PRESS YOUR LUCK (Missouri – Registration Number S019561);
15. REAL OR FAKE? (Missouri – Registration Number S019551);
16. SEXY TIME FUN FACTS (Missouri – Registration Number S019555);
17. THAT SUCKS STORIES! (Missouri – Registration Number S019557);
18. THE POINT (Missouri – Registration Number S019548); and
19. WILL IT FLUSH (Missouri – Registration Number S019560).

KSHE:

1. KSHE SHTUFF (Missouri – Registration Number S017547);
2. K-SHE-95 (U.S. Patent and Trademark Office (“USPTO”) – Registration Number 1,348,574);



3. (USPTO – Registration Number 1,211,859);
4. REAL ROCK RADIO (USPTO – Registration Number 1,370,559);
5. REAL ROCK RADIO (Missouri – Registration Number S018127);
6. ROCK AND ROLL UP YOUR SLEEVE (Missouri – Registration Number S018129);
7. ROCKTOBER (Missouri – Registration Number S018128);
8. ST. LOUIS' BEST ROCK (USPTO – Registration Number 1,222,068);
9. THE NEXT GENERATION OF CLASSIC ROCK (Missouri – Registration Number S019114);
10. THE ROCK OF ST. LOUIS (Missouri – Registration Number S018165);
11. THE ROCK OF ST. LOUIS (USPTO – Registration Number 5,012,989);
12. THE ST. LOUIS CLASSIC KSHE 95 (Missouri – Registration Number S018164); and
13. MOONLIGHT RAMBLE (USPTO – Registration Number 1,304,199).