

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473152

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		04/30/2018	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Emmis Radio, LLC		
Street Address:	40 Monument Circle, Suite 700		
Internal Address:	One Emmis Plaza		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1211859		
Registration Number:	1348574	K-SHE-95	
Registration Number:	1370559	REAL ROCK RADIO	
Registration Number:	1222068	ST. LOUIS' BEST ROCK	
Registration Number:	1304199	MOONLIGHT RAMBLE	
CORRESPONDENCE DATA			
Fax Number:	8164121029		
<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:	8168428600		
Email:	patent@stinson.com		
Correspondent Name:	Stinson Leonard Street LLP		
Address Line 1:	1201 Walnut Street, Suite 2900		
Address Line 2:	Nicole Bickham, Paralegal		
Address Line 4:	Kansas City, MISSOURI 64106		
ATTORNEY DOCKET NUMBER:	2008081.0003		
NAME OF SUBMITTER:	Nicole Bickham		
SIGNATURE:	/Nicole Bickham/		

CH \$140.00 1211859

DATE SIGNED:	05/08/2018
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Total Attachments: 10

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Emmis Communications Corporation
One Emmis Plaza
40 Monument Circle, Suite 700
Indianapolis, IN 46204

April 30, 2018

Re: Release of liens and security interests in connection with the disposition of assets under that certain Asset Purchase Agreement, dated February 22, 2018 (the "Agreement"), among Emmis Radio, LLC and Emmis Radio License, LLC (collectively the "Sellers") and Hubbard Radio St. Louis, LLC and St. Louis FCC License Sub, LLC (collectively, the "Purchaser") with respect to radio stations KSHE(FM), Crestwood, MO and KPNT(FM), Collinsville, IL.

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Credit Agreement, dated as of June 10, 2014, as amended and restated as of April 18, 2017, and including all amendments through the date hereof (the "Credit Agreement"), by and among Emmis Operating Company (the "Borrower"), Emmis Communications Corporation (the "Parent"), the other Credit Parties from time to time party thereto, the lenders from time to time party thereto, The Bank of New York Mellon, as administrative agent (the "Administrative Agent"), and the other agents party thereto. Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Credit Agreement.

Pursuant to the Agreement and subject to the terms and conditions thereof, the Sellers have agreed to sell, assign, transfer and deliver to the Purchaser the Assets (as defined in the Agreement).

This letter confirms that, in accordance with Section 9.17(b)(B) and Section 8.09 of the Credit Agreement, upon the consummation of the sale of the Assets contemplated by the Agreement (and the purchase by the Purchaser of the Assets pursuant thereto) and without recourse, representation or warranty: (a) the security interests of the Administrative Agent in the Assets will be deemed to be automatically released, (b) the Administrative Agent authorizes the filing, at the sole expense of the Credit Parties, of the UCC termination statements and trademark release attached hereto as Exhibit A, and (c) the Administrative Agent, at the reasonable request and sole expense of the Credit Parties, shall execute and deliver to the Sellers all further releases or other documents (in form and substance reasonably satisfactory to Administrative Agent) reasonably necessary or desirable to evidence such release, termination and discharge.

The security interests and effect of the Guarantee and Collateral Agreement and the related UCC financing statements upon the balance of the Secured Obligations shall remain unchanged and continue in full force and effect.


This letter agreement may be executed in any number of counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this letter agreement by telecopy or email shall be effective as delivery of a manually executed counterpart. This letter agreement and any claim or controversy arising hereunder or related hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

4824-1274-0191

[Remainder of Page intentionally left blank]

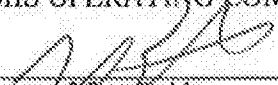
Sincerely,

THE BANK OF NEW YORK MELLON,
as Administrative Agent


By: 
Name: Rebecca A. Norton
Title: Authorized Signer

Acknowledged and Agreed to by:


EMMIS OPERATING COMPANY

By: 
Name: J. Scott Enright
Title: Executive Vice President,
General Counsel and
Secretary


EMMIS COMMUNICATIONS CORPORATION

By: 
Name: J. Scott Enright
Title: Executive Vice President,
General Counsel and
Secretary

EMMIS RADIO, LLC

By: 
Name: J. Scott Enright
Title: Executive Vice President,
General Counsel and
Secretary

EMMIS RADIO LICENSE, LLC

By: 
Name: J. Scott Enright
Title: Executive Vice President,
General Counsel and
Secretary

**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

(KSHE/KPNT)

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. Definitions. Capitalized terms used but not defined herein shall have the meaning provided in the Collateral Agreement. The term "Trademark Collateral," 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. Release of Security Interest. 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. Limitation. This Release is applicable only and solely with respect to the Trademark Collateral and to no other collateral arising under the Collateral Agreement. The

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. Authorization. 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. Further Assurances. 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: Michael Flickinger

Title: Authorized Signer

{Signature Page to Termination and Release of Security Interest in Trademark Rights}

TRADEMARK
REEL: 006372 FRAME: 0039

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Registration Date	Registration Number
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/5/82	1,211,859
K-SHE-95	7/9/85	1,348,574
Real Rock Radio	11/12/85	1,370,559
St. Louis' Best Rock	12/28/82	1,222,068
KSHE SHTUFF	2/2/07	S17547
The Rock of St. Louis	2/13/09	S18165
Moonlight Ramble	11/6/84	1,304,199

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 201400004888722 06/16/2014
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE: Check one of these two boxes: AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
OR 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME
OR 7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral: The "Assets" as defined in, and solely to the extent sold by Emmis Radio, LLC and Emmis Radio License, LLC (collectively, as "Seller") to Hubbard Radio St. Louis, LLC and St. Louis FCC License Sub, LLC (collectively as "Buyer") pursuant to, that certain Asset Purchase Agreement dated as of, and in effect on, February 22, 2018 between the Seller and the Buyer (the "APA") and expressly excluding any other assets, including, without limitation, "Excluded Assets" as defined in the APA.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME The Bank of New York Mellon, as Administrative Agent
OR 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Filed with: Indiana Secretary of State Debtor: Emmis Radio, LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 201400004888833 06/16/2014
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

The "Assets" as defined in, and solely to the extent sold by Emmis Radio, LLC and Emmis Radio License, LLC (collectively, as "Seller") to Hubbard Radio St. Louis, LLC and St. Louis FCC License Sub, LLC (collectively as "Buyer") pursuant to, that certain Asset Purchase Agreement dated as of, and in effect on, February 22, 2018 between the Seller and the Buyer (the "APA") and expressly excluding any other assets, including, without limitation, "Excluded Assets" as defined in the APA.

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If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME The Bank of New York Mellon, as Administrative Agent
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filed with: Indiana Secretary of State Debtor: Emmis Radio License, LLC