

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483863

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALPHA MEDIA LLC		07/30/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Administrative Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1389431	KWHL	
Registration Number:	1388588	KFQD	
Registration Number:	2498261	WARQ	
Registration Number:	4338498	WMFX	
Registration Number:	2631427	WOIC	
Registration Number:	2496219	WWDM	
Registration Number:	4276029	SALIFE	
Registration Number:	4897256	STAY CONNECTED	
Registration Number:	1510432	KINK	
Registration Number:	3744424	KINK.FM	
Registration Number:	2415867	KKIQ	
Registration Number:	3265149	KKDV	
Registration Number:	2415866	KUIC	
Registration Number:	5083414	THE QUACK ATTACK	
Registration Number:	4986804	103.3 THE APP	
Registration Number:	2377579	WEAT-FM	
Registration Number:	2426468	WIRK	
Registration Number:	2515184	WMBX	
Registration Number:	5248904	BUCK WILD SATURDAY NIGHT	

CH \$790.00 1389431

Property Type	Number	Word Mark
Registration Number:	5175300	PURSE A PALOOZA
Registration Number:	5166440	ALPHAMEDIA LIVE LOCAL USA
Registration Number:	5422126	GOLFING FOR THE GUARD
Registration Number:	5428444	WOMEN'S EMPOWERMENT
Registration Number:	2621103	KIXIE
Registration Number:	2498260	WJMI
Registration Number:	2627389	WKXI
Registration Number:	2496218	WOAD
Registration Number:	2992434	WHBC
Serial Number:	86868087	#MORETHANAMONTH
Serial Number:	87565935	POOCHAMANIA
Serial Number:	87589674	OUR KIDS WORLD FAMILY FUN FEST

**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:** 214-981-3483  
**Email:** dclark@sidley.com  
**Correspondent Name:** Dusan Clark, Esq.  
**Address Line 1:** Sidley Austin LLP  
**Address Line 2:** 2021 McKinney Ave., Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	65241-30060
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	07/30/2018

**Total Attachments: 6**  
source=Alpha Media Alpha Media LLC Trademark Security Agreement (Executed)#page1.tif  
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source=Alpha Media Alpha Media LLC Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2018, is made by ALPHA MEDIA LLC (the “Grantor”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 25, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of February 25, 2016 in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the other Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, notwithstanding anything herein to the contrary, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon the Facility Termination Date, Administrative Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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 set forth above.

ALPHA MEDIA LLC, as Grantor

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

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 set forth above.

ALPHA MEDIA LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP, as Administrative Agent

*Michael Kriz* \_\_\_\_\_

By: \_\_\_\_\_  
Name: Michael Kriz  
Title: Its Duly Authorized Signatory

SCHEDULE I TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
KWHL	73/555,741	Aug 27, 1985	1389431	Apr 8, 1986
<u>KFQD</u>	73/555,742	Aug 27, 1985	1388588	Apr 1, 1986
<u>WARQ</u>	76/144,069	Oct 10, 2000	2498261	Oct 16, 2001
<u>WMFX</u>	85/738,824	Sep 26, 2012	4338498	May 21, 2013
<u>WOIC</u>	76/341,690	Nov 26, 2001	2631427	Oct 18, 2002
<u>WWDM</u>	76/144,070	Oct 10, 2000	2496219	Oct 9, 2001
<u>SALIFE</u>	77/693,913	Mar 18, 2009	4276029	Jan 15, 2013
<u>STAY CONNECTED</u>	86/456,592	Nov 17, 2014	4897256	Feb 9, 2016
<u>KINK</u>	73/715,547	Mar 8, 1988	1510432	Oct 25, 1988
<u>KINK.FM</u>	77/768,549	Jun 25, 2009	3744424	Feb 2, 2010
<u>KKIQ</u>	75/898,706	Jan 21, 2000	2415867	Dec 26, 2000
<u>KKDV</u>	78/972,719	Sep 12, 2006	3265149	Jul 17, 2007
<u>KUIC</u>	75/898,700	Jan 21, 2000	2415866	Dec 26, 2000
<u>THE QUACK ATTACK</u>	86/748,361	Sep 4, 2015	5083414	Nov 15, 2016
<u>103.3 THE APP</u>	86/762,504	Sep 21, 2015	4986804	Jun 28, 2016
<u>WEAT-FM</u>	75/803,528	Sep 20, 1999	2377579	Aug 15, 2000
<u>WIRK</u>	75/791,873	Sep 3, 1999	2426468	Feb 6, 2001
<u>WMBX</u>	76/224,119	Mar 13, 2001	2515184	Dec 4, 2001
<u>BUCK WILD SATURDAY NIGHT</u>	87/082,202	Jun 23, 2016	5248904	Jul 25, 2017
<u>PURSE A PALOOZA</u>	87/105,180	Jul 15, 2016	5175300	Apr 4, 2017
<u>ALPHA MEDIA LIVE LOCAL USA (stylized and/or with design)</u>	87/151,835	Aug 26, 2016	5166440	Mar 21, 2017
<u>GOLFING FOR THE GUARD</u>	87/501,415	Jun 22, 2017	5422126	Mar 13, 2018
<u>WOMEN'S EMPOWERMENT (stylized and/or with design)</u>	87/590,235	Aug 30, 2017	5428444	Mar 20, 2018
<u>KIXIE</u>	76/334,889	Nov 6, 2001	2621103	Sep 17, 2002
<u>WJMI</u>	76/144,067	Oct 10, 2000	2498260	Oct 16, 2001
<u>WKXI</u>	76/144,167	Oct 10, 2000	2627389	Oct 1, 2002
<u>WOAD</u>	76/144,068	Oct 10, 2000	2496218	Oct 9, 2001
<u>WHBC</u>	78/449,840	Jul 13, 2004	2,992,434	Sep 6, 2005

## 2. TRADEMARK APPLICATIONS

<b>MARK</b>	<b>APPLICATION NO.</b>	<b>APPLICATION DATE</b>
<u>#MoreThanAMonth</u>	86/868,087	Jan 7, 2016
<u>POOCHAMANIA</u>	87/565,935	Aug 11, 2017
<u>OUR KIDS WORLD FAMILY FUN FEST</u>	87/589,674	Aug 30, 2017

## 3. IP LICENSES

None.