

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jerry Lee Radio, LLC		07/18/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Entercom Pennsylvania, LLC		
Street Address:	401 E. City Ave., Suite 809		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4189885	B101	
Registration Number:	2993924	STRESS-FREE WORKDAY	
Registration Number:	2724860	B-101 REWARDS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	215-240-7479		
Email:	Timothy.Hegedus@entercom.com		
Correspondent Name:	Timothy Hegedus		
Address Line 1:	401 E. City Ave., Suite 809		
Address Line 4:	Bala Cynwyd, PENNSYLVANIA 19004		
NAME OF SUBMITTER:	Timothy Hegedus		
SIGNATURE:	/Timothy Hegedus/		
DATE SIGNED:	10/03/2018		
Total Attachments: 6			
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ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY

This Assignment and Assumption of Intangible Property (this “Assignment”), dated as of September 27, 2018, is made by and among Jerry Lee Radio, LLC, a Pennsylvania limited liability company (“JLR”), Jerry Lee Broadcasting, LLC, a Delaware limited liability company (“JLB,” and together with JLR, “Assignor”), Entercom Pennsylvania, LLC, a Delaware limited liability company (“Assignee”). Assignee and Assignor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

A. Assignor, Assignee, and certain other parties are parties to that certain Asset Purchase Agreement, dated as of July 18, 2018, as amended by that certain First Amendment to Asset Purchase Agreement, dated as of August 7, 2018 (as may be further amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the “Purchase Agreement”), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor’s right, title, and interest in, to and under the Station Assets, including the Intangible Property, and, in connection therewith, Assignee has agreed to assume the Assumed Obligations. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

B. In connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignor hereby desires to convey, transfer, and assign to Assignee all of Assignor’s right, title, and interest in, to and under the Intangible Property, and Assignee hereby desires to receive and assume from Assignor all of Assignor’s right, title, and interest in, to and under to the Intangible Property. Assignor and Assignee have agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

Subject to the terms and conditions of the Purchase Agreement, and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged and confirmed, the Parties, therefore, hereby agree as follows.

1. Assignment and Assumption. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, free and clear of all Liens (other than Permitted Liens), all of Assignor’s right, title, and interest in, to and under the following (collectively, the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof;

(b) the domain names set forth on Schedule 1 hereto;

(c) the agreement set forth on Schedule 1 hereto;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignee hereby accepts such conveyance, transfer and assignment of Assignor's right, title, and interest in, to, and under Assigned IP, and, in connection therewith, hereby assumes and agrees to pay, perform and discharge all liabilities, obligations and commitments whether accrued, absolute, contingent or otherwise arising under the Assigned IP to the extent they accrue, or relate to, the period after the Effective Time.

2. Recording and Further Actions. Assignor authorizes the United States Patent and Trademark Office and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. No Third Party Beneficiaries. Nothing herein expressed or implied is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6. Entire Agreement. This Assignment, together with the Purchase Agreement (and the schedules and exhibits thereto) and the other Ancillary Agreements, and the other documents delivered as of the date of the Purchase Agreement or to be delivered at the Closing contain the entire agreement among Assignor and Assignee with respect to the transactions contemplated herein and therein and supersede all previous oral and written agreements among Assignor and Assignee with respect to the transactions contemplated herein and therein.

7. Severability. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

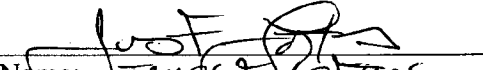
10. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

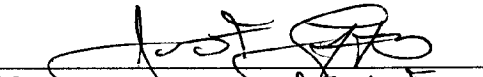
IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment of Intangible Property as of the date first set forth above.

ASSIGNOR:

JERRY LEE RADIO, LLC

By: 
Name: JAMES F. LOFTUS
Title: President & CEO

JERRY LEE BROADCASTING, LLC

By: 
Name: JAMES F. LOFTUS
Title: President & CEO

ASSIGNEE:

ENTERCOM PENNSYLVANIA, LLC

By: _____
Name: Andrew Sutor
Title: Executive Vice President

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY]

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ASSIGNOR:

JERRY LEE RADIO, LLC

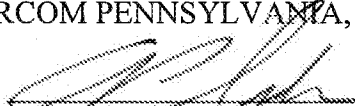
By: _____
Name:
Title:

JERRY LEE BROADCASTING, LLC

By: _____
Name:
Title:

ASSIGNEE:

ENTERCOM PENNSYLVANIA, LLC

By:  _____
Name: Andrew Sutor
Title: Executive Vice President

SCHEDULE 1

ASSIGNED IP

Trademarks:

1. B101, U.S. Registration No. 4189885, Expires August 14, 2022
2. Stress-Free Workday, U.S. Registration No. 2993924, Expires September 13, 2015
3. B-101 Rewards, U. S. Registration No. 2724860, Expires June 10, 2023

Domain Names:

- | | |
|----------------------------|------------------------------|
| 1. 101-fm.com | 16. moreymonkey.com |
| 2. 101-fm.org | 17. morefminsider.com |
| 3. B101Philly.com | 18. morefmchoir.com |
| 4. B101Radio.com | 19. morefmxmaschoir.com |
| 5. wbeb-fm.com | 20. morefmchristmaschoir.com |
| 6. wbeb.com | 21. morefmphilly.com |
| 7. morephilly.com | 22. morefm101.com |
| 8. morefmradiophilly.com | 23. moreythemonkey.com |
| 9. 101morefm.com | 24. moremorey.com |
| 10. moremusic101.com | 25. morefmmorey.com |
| 11. morefmchristmas.com | 26. 1011morefm.com |
| 12. morefmphiladelphia.com | 27. morefmdirect.com |
| 13. more101fm.com | 28. morefmhub.com |
| 14. morefmradio.com | 29. xmaschoir.com |
| 15. morefmmusic.com | |

Agreement:

1. License Agreement, dated December 23, 2014, between Moyes Research Associates, LLC and Jerry Lee Radio, LLC.