

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inner-City Broadcasting Corporation		06/28/2012	Corporation:
RECEIVING PARTY DATA			
Name:	Entercom California, 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: 2			
Property Type	Number	Word Mark	
Registration Number:	2440682	KBLX	
Registration Number:	2455000	102.9 KBLX	
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:	215-240-6903		
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:	10/05/2018		
Total Attachments: 5			
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OP \$65.00 2440682

BILL OF SALE

This BILL OF SALE, dated as of June 28, 2012 (this “Bill of Sale”), is made by and among Inner City Media Corporation, a Delaware corporation (“ICMC”), Inner-City Broadcasting Corporation of Berkeley, a California corporation (“Berkeley”), Urban Radio III, L.L.C., a Delaware limited liability company (“Urban”), ICBC Broadcast Holdings-CA, Inc., a Delaware corporation (“Holdings-CA”), and ICBC Broadcast Holdings, Inc., a Delaware corporation (“Holdings” and, together with ICMC, Berkeley, Urban and Holdings-CA, “Sellers”, and each individually a “Seller”) in favor of Entercom California, LLC, a Delaware limited liability company (“Purchaser”). Sellers and Purchaser are sometimes herein referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, the Parties (together with Entercom San Francisco License, LLC) entered into that certain Asset Purchase Agreement dated as of April 2, 2012 (the “Asset Purchase Agreement”).

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Sale and Transfer of Purchased Assets. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as contemplated by the Asset Purchase Agreement, as of the date hereof, each Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of such Seller’s right, title and interest in, to and under the Purchased Assets (other than the FCC Licenses, which are being conveyed to Purchaser’s affiliate pursuant to a separate assignment) free and clear of any Liens, other than the Permitted Exceptions. For the avoidance of doubt, Sellers are not selling, assigning, transferring, conveying or delivering to Purchaser any of the Excluded Assets.

2. Further Assurances. Sellers and Purchaser shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request and without further consideration, all such further documents and instruments and shall do and perform all such acts as may be reasonably requested to give full effect to Sections 1 and 2 of this Bill of Sale.

3. Effectiveness. This Bill of Sale shall be effective at the Closing.

4. Terms of the Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Bill of Sale has been executed and delivered in accordance with and is subject to all of the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of any Seller or Purchaser contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Bill of Sale and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

5. Governing Law. This Bill of Sale, the rights and obligations of the Parties hereunder, and any claim or controversy (whether based on contract, tort, or any other theory) directly or indirectly based upon or arising out of this Bill of Sale or the negotiation, execution or performance of this Bill of Sale, including all matters of construction, validity and performance, shall in all respects be governed by and interpreted, construed, and determined in accordance with the internal laws of the State of New York (without regard to any conflict of laws provision that would require the application of the law of any other jurisdiction other than the principles set forth in Section 5-1401 of the General Obligations Law of the State of New York) and, to the extent applicable, the Bankruptcy Code.

6. Successors and Assigns. This Bill of Sale shall be binding on and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors in interest (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in respect of Sellers in the Chapter 11 Cases) and assigns.

7. Counterparts. This Bill of Sale may be executed and delivered (including by electronic transmission) in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same instrument.

8. Submission to Jurisdiction; Consent to Service of Process. Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Bill of Sale and to decide any claims or disputes which may arise or result from, or be connected with, this Bill of Sale and any breach or default hereunder, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in the Asset Purchase Agreement; provided, however, that if the Chapter 11 Cases have closed, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the Parties hereby consents to process being served by any Party to this Bill of Sale in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 14.10 of the Asset Purchase Agreement.

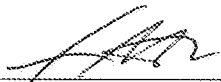
9. Waiver of Right to Trial by Jury. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT,

TORT, OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAS BEEN INDUCED TO ENTER INTO THIS BILL OF SALE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.

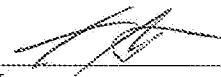
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of the date set forth above.

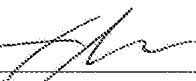
INNER CITY MEDIA CORPORATION

By:  _____
Name:
Title:

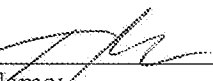
ICBC BROADCAST HOLDINGS, INC.

By:  _____
Name:
Title:

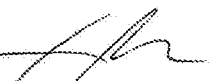
INNER CITY BROADCASTING
CORPORATION OF BERKELEY

By:  _____
Name:
Title:

ICBC BROADCAST HOLDINGS-CA, INC.

By:  _____
Name:
Title:

URBAN RADIO III, L.L.C.
By: URBAN RADIO, L.L.C., its sole member

By:  _____
Name:
Title:

[Signature Page to Bill of Sale]

**Schedule 2.2.j
Station Intellectual Property**

REGISTERED TRADE MARKS

Description	Seller	Registration Number	Registration Date	Status	Next Renewal
102.9 KBLX	ICBC Broadcast Holdings, Inc.	2455000	05/29/01	Registered	05/29/2021
ALL REQUEST CLASSIC SOUL LUNCH HOUR	ICBC Broadcast Holdings, Inc.	3519108	10/21/08	Registered	10/21/2018
CLASSIC SOUL LUNCH HOUR	ICBC Broadcast Holdings, Inc.	2481813	08/28/01	Registered	08/28/2011 ²
CLASSIC SOUL SUNDAY	ICBC Broadcast Holdings, Inc.	2570720	05/21/02	Registered	05/21/2012
SMOOTH R & B AND CLASSIC SOUL 70'S, 80'S & TODAY	ICBC Broadcast Holdings, Inc.	2644722	02/08/00	Registered	10/29/2012
STARS OF THE STORM	ICBC Broadcast Holdings, Inc.	2440681	04/03/01	Registered	04/03/2021
KBLX	ICBC Broadcast Holdings, Inc.	2440682	04/03/01	Registered	04/03/2021

COMMON LAW TRADE MARKS

“The Quiet Storm”

While a third party has an identical registered Federal trademark (Serial Number 73558812, Registration Number 14287891). Sellers’ first use of “The Quiet Storm” dates back to Sellers’ acquisition of the Station in 1979. Sellers have continuously used the “The Quiet Storm” mark since that date. Sellers have never discussed this mark with the federal registrant. Sellers do not have a license or other rights to use such mark from the federal registrant (i.e., Sellers’ use was adverse to and not a derivative of the federal registrant’s rights). To Sellers’ Knowledge, Sellers’ use of such mark has never been challenged by any third party.

INTERNET-RELATED INTELLECTUAL PROPERTY

1. kblx.com
2. <http://www.facebook.com/KBLX1029>
3. <http://twitter.com/#!/kblx>
4. Mobile phone/tablet applications for KBLX

² The renewal application was filed on February 28, 2012.