

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512497

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900475942

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Emmis Radio, LLC		04/20/2018	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	Entercom Missouri, 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:	3056963	
Registration Number:	3035754	MUSIC WITH CLASS

CORRESPONDENCE DATA**Fax Number:**

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: 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:	03/04/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of April 30, 2018, is made by Emmis Radio, LLC (“**Seller**”), an Indiana limited liability company, in favor of Entercom Missouri, LLC (“**Buyer**”), a Delaware limited liability company, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and among Buyer and certain of its Affiliates and Seller and certain of its Affiliates, dated as of February 22, 2018 (the “**Asset Purchase Agreement**”). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, Seller is the registrant of the registered marks listed on Exhibit A attached hereto (the “**Registered Marks**”).

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the Registered Marks.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer or Seller. Following the date hereof, the parties shall take such steps and actions, and provide such cooperation and assistance to the other and its successors, assigns, and legal representatives as may be reasonably necessary to give effect to the assignment and acceptance contemplated hereby.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Station Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect but subject to the limitations provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

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

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

EMMIS RADIO, LLC

By: 

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

Address for Notices:

One Emmis Plaza
40 Monument Circle, Suite 700
Indianapolis, Indiana 46204
Attention: President and CEO
Attention: General Counsel
Telephone: 317-684-6565
Telecopier: 317-684-5583

with a copy to:

Wilkinson Barker Knauer LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036
Attention: Doc Bodensteiner
Telephone: 202-383-3350
Telecopier: 202-783-5851

Signature Page to IP Assignment

TRADEMARK
REEL: 006579 FRAME: 0336

AGREED TO AND ACCEPTED:

ENTERCOM MISSOURI, LLC

By: 

Name:

ANDREW P. SUTOR, IV

Title:

EXECUTIVE VICE PRESIDENT

Address for Notices:

Entercom Communications Corp.

401 E. City Avenue, Suite 809

Bala Cynwyd, PA 19004

Attention: Andrew P. Sutor, IV

Telephone: 610-660-5655

Telecopier: 610-660-5662

with a copy to: Pillsbury Winthrop Shaw

Pittman LLP

1200 Seventeenth Street, NW

Washington, DC 20036

Attention: David Burns

Telephone: 202-663-8094

Telecopier: 202-663-8007

Signature Page to IP Assignment

TRADEMARK

REEL: 006579 FRAME: 0337

Exhibit A

KFTK-FM

Jurisdiction	Registered Mark	Registration Number
United States of America	“RED” Sound Mark	3,056,963
United States of America	MUSIC WITH CLASS	3,035,754

KNOU(FM)

Jurisdiction	Registered Mark	Registration Number
Illinois	2K-a-DAY	107482
Missouri	2K-a-DAY	S019819
Illinois	2K-a-Day	107483
Missouri	2K-a-DAY	S019820
Illinois	60 MINUTES COMMERCIAL-FREE EVERY TIME THE MUSIC STARTS!	107488
Missouri	60 MINUTES COMMERCIAL-FREE EVERY TIME THE MUSIC STARTS!	S019821
Missouri	60 MINUTES COMMERCIAL-FREE EVERY TIME THE MUSIC STARTS!	S019822
Illinois	60 MINUTES COMMERCIAL-FREE EVERY TIME THE MUSIC STARTS!	107489
Illinois	60 MINUTES COMMERCIAL-FREE EVERY TIME WE START THE MUSIC	107504
Illinois	60 MINUTES COMMERCIAL-FREE EVERY TIME WE START THE MUSIC	107503
Missouri	60 MINUTES COMMERCIAL-FREE EVERY TIME WE START THE MUSIC	S019831
Missouri	60 MINUTES COMMERCIAL-FREE EVERY TIME WE START THE MUSIC	S019832
Illinois	ALL THE HITS.	107480
Missouri	ALL THE HITS.	S019813
Missouri	ALL THE HITS.	S019814
Illinois	ALL THE HITS.	107481
Illinois	MAKE THE SWITCH WIN CASH	107491
Illinois	MAKE THE SWITCH WIN CASH	107490
Missouri	MAKE THE SWITCH WIN CASH	S019817
Missouri	MAKE THE SWITCH WIN CASH	S019818
Missouri	NOW 96.3	S019815

Missouri	NOW 96.3	S019816
Illinois	NOW 96.3	107487
Illinois	NOW 96.3	107484
Illinois	NOW96.3	107485
Illinois	NOW96.3	107486
Missouri	NOW96.3 & LOGO	S019823
Missouri	NOW96.3 & LOGO	S019824
Missouri	PARTY TOWN	S018216

Exhibit A to IP Assignment