

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521893

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of the Security Interest recorded at Reel/Frame 3828/0187		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citibank, N.A.		05/01/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMFM Inc.		
<b>Street Address:</b>	20880 Stone Oak Pkwy		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78258		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2613607	LISTEN WITHOUT PREJUDICE	
<b>Registration Number:</b>	2511257	AMFM RADIO NETWORKS	
<b>Registration Number:</b>	2191926	THE BEAT	
<b>Registration Number:</b>	2152604	STICKER STOP	
<b>Registration Number:</b>	2139224	NO COLOR LINES	
<b>Registration Number:</b>	1814106	THE BEAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		
<b>SIGNATURE:</b>	/Renee M. Prescan/		
<b>DATE SIGNED:</b>	05/02/2019		

CH \$165.00 2613607

**Total Attachments: 7**

source=iHeart - Prepetition Trademark Release\_Principal Properties\_Executed#page1.tif

source=iHeart - Prepetition Trademark Release\_Principal Properties\_Executed#page2.tif

source=iHeart - Prepetition Trademark Release\_Principal Properties\_Executed#page3.tif

source=iHeart - Prepetition Trademark Release\_Principal Properties\_Executed#page4.tif

source=iHeart - Prepetition Trademark Release\_Principal Properties\_Executed#page5.tif

source=iHeart - Prepetition Trademark Release\_Principal Properties\_Executed#page6.tif

source=iHeart - Prepetition Trademark Release\_Principal Properties\_Executed#page7.tif

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 1, 2019 (the “Effective Date”), is made by Citibank, N.A., in its capacity as Administrative Agent for the Secured Parties (the “Agent”), in favor of AMFM Inc. (“AMFM”), AMFM Broadcasting, Inc. (“AMFM Broadcasting”), AMFM Michigan, Inc. (“AMFM Michigan”), AMFM Operating, Inc. (“AMFM Operating”), AMFM Radio Group, Inc. (“AMFM Radio Group”), Capstar Broadcasting, Inc. (“Capstar Broadcasting”), Capstar Radio Operating Company (“Capstar Radio”, and together with AMFM, AMFM Broadcasting, AMFM Michigan, AMFM Operating, AMFM Radio Group, and Capstar Broadcasting, the “Grantors”).

WHEREAS, pursuant to that certain Principal Properties Security Agreement, dated as of July 30, 2008, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Administrative Agent for the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, AMFM executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “AMFM Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0187;

WHEREAS, pursuant to the Security Agreement, AMFM Broadcasting executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “AMFM Broadcasting Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0195;

WHEREAS, pursuant to the Security Agreement, AMFM Michigan executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “AMFM Michigan Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0217;

WHEREAS, pursuant to the Security Agreement, AMFM Operating executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “AMFM Operating Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0234;

WHEREAS, pursuant to the Security Agreement, AMFM Radio Group executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “AMFM Radio Group Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0254;

WHEREAS, pursuant to the Security Agreement, Capstar Broadcasting executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “Capstar Broadcasting Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0287; and

WHEREAS, pursuant to the Security Agreement, Capstar Radio executed and delivered a Trademark Security Agreement, dated as of July 30, 2008 (the “Capstar Radio Trademark Security Agreement”, and together with the AMFM Trademark Security Agreement, the AMFM Broadcasting Trademark Security Agreement, the AMFM Michigan Trademark Security Agreement, the AMFM

Operating Trademark Security Agreement, the AMFM Radio Trademark Security Agreement, and the Capstar Broadcasting Trademark Security Agreement, the “Trademark Security Agreements”), which was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel/Frame 3828/0329.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, on behalf of itself and the Secured Parties, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral (as defined in each Trademark Security Agreement), including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.


3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels each Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**Citibank, N.A., acting in its capacity as Agent  
for the Secured Parties**

By:   
.....

Name: Christopher Marino  
Title: Vice President and Director

**GRANTORS:**

AMFM INC.  
AMFM BROADCASTING, INC.  
AMFM MICHIGAN, INC.  
AMFM OPERATING, INC.  
AMFM RADIO GROUP, INC.  
CAPSTAR BROADCASTING, INC.  
CAPSTAR RADIO OPERATING  
COMPANY

**SCHEDULE I**

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame  
3828/0187**

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number/ Serial Number</b>
<b>LISTEN WITHOUT PREJUDICE</b>	<b>AMFM Inc.</b>	<b>2,613,607</b>
<b>AMFM RADIO NETWORKS</b>	<b>AMFM Inc.</b>	<b>2,511,257</b>
<b>THE BEAT</b>	<b>AMFM Inc.</b>	<b>2,191,926</b>
<b>STICKER STOP</b>	<b>AMFM Inc.</b>	<b>2,152,604</b>
<b>NO COLOR LINES</b>	<b>AMFM Inc.</b>	<b>2,139,224</b>
<b>THE BEAT</b>	<b>AMFM Inc.</b>	<b>1,814,106</b>

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame  
3828/0195**

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number/ Serial Number</b>
<b>UPLIFT! CHICAGO</b>	<b>AMFM Broadcasting, Inc.</b>	<b>3,340,658</b>
<b>QUEER CHANNEL</b>	<b>AMFM Broadcasting, Inc.</b>	<b>3,125,200</b>
<b>STAR LOUNGE</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,904,857</b>
<b>WISHFUL WEDNESDAYS</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,822,654</b>
<b>FUNKTASTIC BOMBASTIC</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,824,140</b>
<b>FUNKATEERS</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,713,281</b>
<b>THE LOVE AFFAIR</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,766,266</b>
<b>WNUA</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,671,799</b>
<b>V12 RADIO</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,625,304</b>
<b>THE VELVET ROOM</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,705,352</b>
<b>ALICE CARES FOR KIDS</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,542,966</b>
<b>URBAN RADIO MUSIC AWARDS</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,511,259</b>
<b>THA BOMB</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,270,605</b>
<b>Z100</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,180,486</b>
<b>ALICE</b>	<b>AMFM Broadcasting, Inc.</b>	<b>2,145,746</b>
<b>THE FOX</b>	<b>AMFM Broadcasting, Inc.</b>	<b>1,908,839</b>
<b>WGCI</b>	<b>AMFM Broadcasting, Inc.</b>	<b>1,840,921</b>
<b>WORLD'S LARGEST STEPPERS CONTEST</b>	<b>AMFM Broadcasting, Inc.</b>	<b>1,697,212</b>
<b>LOVE SONGS ON THE COAST</b>	<b>AMFM Broadcasting, Inc.</b>	<b>1,637,899</b>
<b>LOVETHOUGHTS</b>	<b>AMFM Broadcasting, Inc.</b>	<b>1,557,309</b>
<b>3-W-S</b>	<b>AMFM Broadcasting, Inc.</b>	<b>1,511,258</b>
<b>IN TUNE</b>	<b>AMFM Broadcasting, Inc.</b>	<b>1,501,338</b>
<b>KABL</b>	<b>AMFM Broadcasting, Inc.</b>	<b>1,481,931</b>
<b>WWSW</b>	<b>AMFM Broadcasting, Inc.</b>	<b>1,481,930</b>
<b>KZFX</b>	<b>AMFM Broadcasting, Inc.</b>	<b>1,481,082</b>
<b>KOST</b>	<b>AMFM Broadcasting, Inc.</b>	<b>1,406,155</b>
<b>KMEL</b>	<b>AMFM Broadcasting, Inc.</b>	<b>1,374,228</b>

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame  
3828/0217**

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number/ Serial Number</b>
<b>PHONE SCAMS</b>	<b>AMFM Michigan, LLC</b>	<b>2,694,837</b>
<b>WAR OF THE ROSES</b>	<b>AMFM Michigan, LLC</b>	<b>2,527,555</b>
<b>THE BREAKFAST CLUB</b>	<b>AMFM Michigan, LLC</b>	<b>2,137,981</b>

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame  
3828/0234**

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number/ Serial Number</b>
<b>COUNTRY LIVE TONIGHT</b>	<b>AMFM Operating Inc.</b>	<b>2,691,704</b>
<b>MEGA</b>	<b>AMFM Operating Inc.</b>	<b>2,689,617</b>
<b>MEGA 100</b>	<b>AMFM Operating Inc.</b>	<b>2,659,776</b>
<b>KOOL</b>	<b>AMFM Operating Inc.</b>	<b>2,562,841</b>
<b>BROWN BAG'S ARSENAL</b>	<b>AMFM Operating Inc.</b>	<b>2,528,092</b>
<b>PHONE SCAM</b>	<b>AMFM Operating Inc.</b>	<b>2,515,911</b>
<b>BROWN BAG'S FIREPOWER</b>	<b>AMFM Operating Inc.</b>	<b>2,513,177</b>
<b>AMFM RADIO NETWORKS</b>	<b>AMFM Operating Inc.</b>	<b>2,503,218</b>
<b>COUNTRY AFTER DARK WITH MICHELLE LEE OUTLAW</b>	<b>AMFM Operating Inc.</b>	<b>2,497,842</b>
<b>KOOL</b>	<b>AMFM Operating Inc.</b>	<b>2,467,209</b>
<b>STAR LOUNGE</b>	<b>AMFM Operating Inc.</b>	<b>2,442,205</b>
<b>COOL</b>	<b>AMFM Operating Inc.</b>	<b>2,440,113</b>
<b>COOL</b>	<b>AMFM Operating Inc.</b>	<b>2,440,112</b>
<b>THE PEOPLE'S STATION</b>	<b>AMFM Operating Inc.</b>	<b>2,403,481</b>
<b>KMEL JAMS</b>	<b>AMFM Operating Inc.</b>	<b>2,399,318</b>
<b>LOVE ZONE</b>	<b>AMFM Operating Inc.</b>	<b>2,397,163</b>
<b>DESIGN ONLY</b>	<b>AMFM Operating Inc.</b>	<b>2,389,848</b>
<b>KDWB 101.3</b>	<b>AMFM Operating Inc.</b>	<b>1,965,305</b>
<b>KDWB</b>	<b>AMFM Operating Inc.</b>	<b>1,938,924</b>
<b>TURN YOUR KNOB TO BOB</b>	<b>AMFM Operating Inc.</b>	<b>1,852,636</b>
<b>THE TEAM</b>	<b>AMFM Operating Inc.</b>	<b>1,821,715</b>
<b>GOOD TIMES AND GREAT OLDIES</b>	<b>AMFM Operating Inc.</b>	<b>1,689,316</b>
<b>NOBODY PLAYS MORE MUSIC</b>	<b>AMFM Operating Inc.</b>	<b>1,549,668</b>
<b>KMEN</b>	<b>AMFM Operating Inc.</b>	<b>1,528,753</b>
<b>WOCL</b>	<b>AMFM Operating Inc.</b>	<b>1,513,070</b>
<b>WUBE</b>	<b>AMFM Operating Inc.</b>	<b>1,506,415</b>
<b>KGGGI</b>	<b>AMFM Operating Inc.</b>	<b>1,506,410</b>
<b>WALK</b>	<b>AMFM Operating Inc.</b>	<b>1,397,971</b>

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame  
3828/0254**

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number/ Serial Number</b>
<b>KTU</b>	<b>AMFM Radio Group, Inc.</b>	<b>2,260,224</b>
<b>THE BEAT OF NEW YORK</b>	<b>AMFM Radio Group, Inc.</b>	<b>2,169,192</b>
<b>W4 COUNTRY</b>	<b>AMFM Radio Group, Inc.</b>	<b>1,500,797</b>
<b>WWW</b>	<b>AMFM Radio Group, Inc.</b>	<b>1,496,187</b>

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame  
3828/0287**

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number/ Serial Number</b>
<b>STARSYSTEM</b>	<b>Capstar Broadcasting Partners, Inc.</b>	<b>2,482,767</b>

**Release of Trademark Security Agreement recorded August 4, 2008 at Reel/Frame  
3828/0329**

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number/ Serial Number</b>
<b>STYLE STAGE NYC</b>	<b>Capstar Radio Operating Company</b>	<b>3,396,257</b>
<b>THE WILD HARE</b>	<b>Capstar Radio Operating Company</b>	<b>3,173,309</b>
<b>THE MORNING BREW</b>	<b>Capstar Radio Operating Company</b>	<b>3,171,018</b>
<b>THE BREW</b>	<b>Capstar Radio Operating Company</b>	<b>3,171,017</b>
<b>SLOPE SPIES</b>	<b>Capstar Radio Operating Company</b>	<b>3,138,966</b>
<b>KRZR 103.7 THE WILD HARE</b>	<b>Capstar Radio Operating Company</b>	<b>3,085,211</b>
<b>SUNDAY IN THE SOUTH</b>	<b>Capstar Radio Operating Company</b>	<b>2,936,334</b>
<b>SISTAHS</b>	<b>Capstar Radio Operating Company</b>	<b>2,923,096</b>
<b>ANGELS IN WAITING</b>	<b>Capstar Radio Operating Company</b>	<b>2,906,824</b>
<b>NEW HAMPSHIRE'S ROCK</b>	<b>Capstar Radio Operating Company</b>	<b>2,904,879</b>
<b>10,000 JOINTS IN A ROW</b>	<b>Capstar Radio Operating Company</b>	<b>2,884,452</b>
<b>UNITY DAY</b>	<b>Capstar Radio Operating Company</b>	<b>2,860,397</b>
<b>WTCR HIGHWAY 23 JAMBOREE</b>	<b>Capstar Radio Operating Company</b>	<b>2,843,099</b>
<b>SOUTHERN CALIFORNIA'S SOFT ROCK WITH LESS TALK</b>	<b>Capstar Radio Operating Company</b>	<b>2,824,556</b>
<b>CAREER-A-PALOOZA</b>	<b>Capstar Radio Operating Company</b>	<b>2,808,829</b>
<b>THE DAM</b>	<b>Capstar Radio Operating Company</b>	<b>2,677,627</b>
<b>JAMMIN' OLDIES</b>	<b>Capstar Radio Operating Company</b>	<b>2,635,692</b>
<b>MEET MARKET</b>	<b>Capstar Radio Operating Company</b>	<b>2,614,785</b>
<b>INTERACTIVE 9 AT 9</b>	<b>Capstar Radio Operating Company</b>	<b>2,597,570</b>
<b>INTERACTIVE LUNCH</b>	<b>Capstar Radio Operating Company</b>	<b>2,581,681</b>
<b>MILLION DOLLAR DASH FOR CASH</b>	<b>Capstar Radio Operating Company</b>	<b>2,570,573</b>
<b>Q104.3</b>	<b>Capstar Radio Operating Company</b>	<b>2,570,123</b>
<b>SPOOKTACULAR</b>	<b>Capstar Radio Operating Company</b>	<b>2,542,981</b>
<b>JINGLE BALL</b>	<b>Capstar Radio Operating Company</b>	<b>2,531,177</b>
<b>JAM'N</b>	<b>Capstar Radio Operating Company</b>	<b>2,338,301</b>
<b>JAM SCAM</b>	<b>Capstar Radio Operating Company</b>	<b>2,326,619</b>



<b>Trademark</b>	<b>Owner</b>	<b>Registration Number/ Serial Number</b>
<b>GREG AND THE MORNING BUZZ</b>	<b>Capstar Radio Operating Company</b>	<b>2,292,331</b>
<b>BALLBUSTER SPORTS TRIVIA</b>	<b>Capstar Radio Operating Company</b>	<b>2,291,946</b>
<b>THE MORNING BUZZ</b>	<b>Capstar Radio Operating Company</b>	<b>2,287,477</b>
<b>SAVIORS OF CAPITALAND RADIO</b>	<b>Capstar Radio Operating Company</b>	<b>2,185,863</b>
<b>HOME INVASION</b>	<b>Capstar Radio Operating Company</b>	<b>2,185,857</b>
<b>SUNDAY IN THE SOUTH</b>	<b>Capstar Radio Operating Company</b>	<b>2,178,011</b>
<b>DJ SPIN</b>	<b>Capstar Radio Operating Company</b>	<b>2,090,974</b>
<b>THE BATTLE OF THE SEXES</b>	<b>Capstar Radio Operating Company</b>	<b>2,030,249</b>
<b>MORE STIMULATING TALK RADIO</b>	<b>Capstar Radio Operating Company</b>	<b>1,846,994</b>
<b>BETWEEN THE SHEETS</b>	<b>Capstar Radio Operating Company</b>	<b>1,737,199</b>
<b>DESIGN ONLY</b>	<b>Capstar Radio Operating Company</b>	<b>1,505,199</b>
<b>KFI</b>	<b>Capstar Radio Operating Company</b>	<b>1,405,285</b>
<b>WLTW</b>	<b>Capstar Radio Operating Company</b>	<b>1,370,576</b>
<b>MYFM</b>	<b>Capstar Radio Operating Company</b>	<b>77/287,501</b>
<b>DJ SPINBAD</b>	<b>Capstar Radio Operating Company</b>	<b>77/418,140</b>