

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IHEARTMEDIA + ENTERTAINMENT, INC.		08/07/2019	Corporation: NEVADA
IHM IDENTITY, INC.		08/07/2019	Corporation: TEXAS
PREMIERE NETWORKS, INC.		08/07/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	388 Greenwich Street
Internal Address:	7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	88397710	THE PULSE OF LGBTQ AMERICA
Serial Number:	88466445	MATH & MAGIC
Serial Number:	88505926	HIT MAN
Serial Number:	88505894	FOOD 360
Serial Number:	88519669	NOBLE BLOOD
Serial Number:	88467648	IHEARTIMPACT
Serial Number:	88517294	IHEARTLIFE
Serial Number:	88448710	CRIME ALERT WITH NANCY GRACE

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

TRADEMARK

Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 08/09/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 7, 2019 by each of the undersigned grantors (individually, a “**Grantor**” and collectively, the “**Grantors**”), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of May 1, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans, and as consideration for Loans previously made under the Credit Agreement, if any, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of each Grantor:

(a) registered Trademarks and Trademarks with respect to which applications for registration are pending listed on Schedule I attached hereto, together with all goodwill connected with the use of and symbolized thereby.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 2 hereof attach to any “intent to use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent that granting a security interest in such Trademark application prior to such filing would impair the enforceability or validity of such Trademark application or any registration that issues therefrom under applicable federal Law.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to


conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

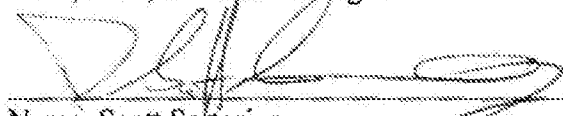
[Signature pages follow.]

**IHEARTMEDIA + ENTERTAINMENT, INC.
IHM IDENTITY, INC.
PREMIERE NETWORKS, INC.**

By:  _____
Name: Richard J. Bressler
Title: President and Chief Financial Officer

CITIBANK, N.A., as Collateral Agent

By:



Name: Scott Sartorius

Title: Vice President and Managing
Director

Schedule I

Trademark Applications

Mark	Application Number	Application Date	Owner
THE PULSE OF LGBTQ AMERICA	88397710	April 23, 2019	iHeartMedia + Entertainment, Inc.
MATH & MAGIC	88466445	June 10, 2019	iHeartMedia + Entertainment, Inc.
FOOD 360	88505894	July 9, 2019	iHeartMedia + Entertainment, Inc.
HIT MAN	88505926	July 9, 2019	iHeartMedia + Entertainment, Inc.
NOBLE BLOOD	88519669	July 17, 2019	iHeartMedia + Entertainment, Inc.
IHEARTIMPACT	88467648	June 11, 2019	iHM Identity, Inc.
IHEARTLIFE	88517294	July 16, 2019	iHM Identity, Inc.
CRIME ALERT WITH NANCY GRACE	88448710	May 28, 2019	Premiere Networks, Inc.