

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		08/15/2019	Chartered Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Entercom Operations, Inc.		
Street Address:	2400 Market Street, 4th Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2371013	KMPS	
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:	trademarkslegal@entercom.com		
Correspondent Name:	Timothy Hegedus		
Address Line 1:	2400 Market Street, 4th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Timothy Hegedus		
SIGNATURE:	/TIMOTHY HEGEDUS/		
DATE SIGNED:	08/16/2019		
Total Attachments: 24			
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LATHAM & WATKINS LLP

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Milan	

August 15, 2019

Deutsche Bank Trust Company Americas, as Trustee and Notes
Collateral Agent
Trust & Securities Services
60 Wall Street, 16th Floor
Mail Stop: NYC60-1630
New York, NY 10005
Attention: Trust and Agency Services
Client Services Manager – Entercom Media Corp.

Re: Release of Liens on Certain Collateral

Ladies and Gentlemen:

We have acted as special counsel to Entercom Media Corp., a Delaware corporation (the “*Company*”) in connection with the release of liens on certain Collateral, as described on *Schedule A* hereto (the “*Collateral Release*”), in connection with the sale of certain assets pursuant to the Asset Purchase Agreement by and among Entercom Operations, Inc. (f/k/a CBS Radio Stations Inc.), a Delaware corporation and a Guarantor, Entercom California, LLC, a Delaware limited liability company and a Guarantor and Entercom License, LLC, a Delaware limited liability company and a Guarantor and El Dorado Broadcasters LLC, a Delaware limited liability company, dated as of May 1, 2019 (the “*Asset Purchase Agreement*”), as partially assigned to Bluth Family Real Estate LLC, a Delaware limited liability company, as it relates to the Company’s 6.500% Senior Secured Second Lien Notes due 2027 (the “*Notes*”). The Notes were issued pursuant to an indenture, dated as of April 30, 2019 (the “*Indenture*”), among the Company, certain subsidiaries of the Company, as guarantors (the “*Guarantors*”), and Deutsche Bank Trust Company Americas, as trustee, notes priority collateral agent, registrar, paying agent and transfer agent (the “*Trustee and Collateral Agent*”). This letter is furnished to you pursuant to Sections 12.04 and 13.03 of the Indenture in connection with the Collateral Release. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter.

We have examined, among other things, the following:

- (a) the Indenture;
- (b) the Security Documents;
- (c) the Intercreditor Agreement;
- (d) the Asset Purchase Agreement;

LATHAM & WATKINS^{LLP}

- (e) the certificate of Andrew P. Sutor, IV, Executive Vice President and Secretary of the Company, dated the date hereof, attached hereto as ***Exhibit A*** (the "***Officer's Certificate***"); and
- (f) (i) the Release of Security Interest in Specified Trademarks and (ii) the UCC Financing Statement evidencing termination (collectively, the "***Release Documents***"), attached hereto as ***Exhibit B***.

We have read the conditions precedent and covenants in the Indenture and the Security Documents relating to the Collateral Release and the execution of the Release Documents by you, including Sections 4.11, 12.04, 13.03 and 13.04 of the Indenture, and have made such examinations and investigations as are reasonably necessary to enable us to express an informed opinion as to whether or not there has been compliance with such conditions precedent and covenants. Whenever a statement herein is qualified as to knowledge, awareness, or a similar phrase, it is intended to indicate that those attorneys in the firm who have rendered legal services in connection with the transaction referenced in the first paragraph do not have current actual knowledge of the inaccuracy of such statement.

As to facts material to the opinions, statements and assumptions expressed herein, we have, with your consent, relied upon oral or written statements and representations of officers and other representatives of the Company, its Restricted Subsidiaries and others including, without limitation, the Officer's Certificate. We have not independently verified such factual matters. Without limiting the generality of the foregoing, to our knowledge, as of the date hereof, the only Security Documents are ((i) the Second Lien Notes Security Agreement dated as of April 30, 2019 made by the Company in favor of the Trustee and Collateral Agent and (ii) the Trademark Security Agreement dated as of April 30, 2019 made by the Company to the Trustee and Collateral Agent.

We are opining herein as to the effect on the subject transaction only of the internal laws of the State of New York, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or as to any matters of municipal law or the laws of any local agencies within any state.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof (i) the Collateral Release is permitted under Section 12.04(a)(vi) of the Indenture, (ii) the conditions precedent set forth in the Indenture and the Security Documents relating to the Collateral Release, including without limitation Section 12.04 of the Indenture have been complied with and (iii) upon the delivery of this opinion and the Officer's Certificate, dated the date hereof, the conditions precedent to the Indenture relating to the execution of the Release Documents by you will have been complied with.

Insofar as our opinions require interpretation of the Indenture and the Security Documents, with your consent, (i) we have assumed that courts of competent jurisdiction would enforce the Indenture and the Security Documents in accordance with their plain meaning, (ii) to the extent that any questions of legality or legal construction have arisen in connection with our review, we have applied the laws of the State of New York in resolving such questions and (iii) we express no opinion with respect to any matters which would require us to perform a mathematical calculation or make a financial or accounting determination.

This letter is furnished only to you in your capacity as Trustee and Collateral Agent under the Indenture and is solely for your benefit in connection with the transactions referenced in the first paragraph. This letter may not be relied upon by you for any other purpose, or furnished to, assigned to,

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quoted to, or relied upon by any other person, firm or other entity for any purpose without our prior written consent, which may be granted or withheld in our sole discretion.

Very truly yours,

LATHAM & WATKINS LLP

Schedule A

Description of Collateral

The Station Assets (as defined in the Asset Purchase Agreement as in effect on such date).

Exhibit A

Officer's Certificate

ENTERCOM MEDIA CORP.

OFFICER'S CERTIFICATE

August 15, 2019

Reference is made to (i) the Indenture (the "Indenture"), dated as of April 30, 2019, among Entercom Media Corp. (the "Company"), the Guarantors (as defined therein), and Deutsche Bank Trust Company Americas, as trustee, notes priority collateral agent, registrar, paying agent and transfer agent (the "Trustee and Collateral Agent") and (ii) that certain Asset Purchase Agreement by and among Entercom Operations, Inc. (f/k/a CBS Radio Stations Inc.), a Delaware corporation and a Guarantor ("Entercom Operations"), Entercom California, LLC, a Delaware limited liability company and a Guarantor ("Entercom California") and Entercom License, LLC, a Delaware limited liability company and a Guarantor ("Entercom License," and together with Entercom Operations and Entercom California, the "Seller") and El Dorado Broadcasters LLC, a Delaware limited liability company ("EDB"), dated as of May 1, 2019 (the "Asset Purchase Agreement"), as partially assigned to Bluth Family Real Estate LLC, a Delaware limited liability company ("Bluth," and together with EDB, the "Buyer").

This certificate is issued pursuant to Sections 12.04, 13.03 and 13.04 of the Indenture in connection with the release of liens on certain Collateral, as described on Schedule A hereto (the "Collateral Release"), in connection with the sale of such assets (the "Sale") by Seller to Buyer, as it relates to the Indenture and the Company's 6.500% Senior Secured Second Lien Notes due 2027 (the "Notes").

The undersigned duly authorized officer of the Company, in such capacity, does hereby certify to the Trustee and Collateral Agent as follows:

1. The only Security Documents are (i) the Second Lien Notes Security Agreement dated as of April 30, 2019 made by the Company in favor of the Trustee and Collateral Agent and (ii) the Trademark Security Agreement dated as of April 30, 2019 among the Company, the other grantors party thereto and the Trustee and Collateral Agent;
2. I have read the provisions of the Indenture and the Security Documents setting forth the covenants and conditions precedent to the Collateral Release and the execution of the related Release of Security Interest in Specified Trademarks, attached hereto as Exhibit A (collectively, the "Release Consent"), including, without limitation, Sections 4.11, 12.04, 13.03 and 13.04 of the Indenture;
3. I have made such examinations and investigations as are necessary to enable me to express an informed opinion as to whether the covenants and conditions precedent set forth in the Indenture, and the Security Documents relating to the Collateral Release and the execution of the Release Consent have been complied with; and
4. Based on such review and investigation: (i) the Collateral Release is permitted under Section 12.04(a)(vi) of the Indenture, (ii) the conditions precedent set forth in the Indenture and the Security Documents relating to the Collateral Release, including without limitation Section 12.04 of the Indenture have been complied with and (iii) upon the delivery of this certificate and the related opinion of Latham & Watkins LLP, dated the date hereof, the conditions precedent to the Indenture relating to the execution of the Release Consent will have been complied with.

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Indenture. Latham & Watkins LLP is entitled to rely on this certificate in connection with

TRADEMARK

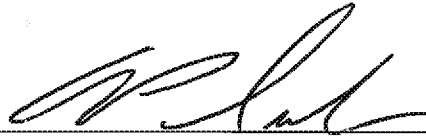
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the opinion that such firm is rendering pursuant to the Indenture in connection with the Collateral Release.

[Signature page follows]

IN WITNESS WHEREOF, this certificate has been executed as of the date first written above.

ENTERCOM MEDIA CORP.

A handwritten signature in black ink, appearing to read 'A. P. Sutor, IV', written over a horizontal line.

Name: Andrew P. Sutor, IV

Title: Executive Vice President and Secretary

Schedule A

Description of Collateral

The Station Assets (as defined in the Asset Purchase Agreement as in effect on such date).

Exhibit A

Release Consent

RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of August 15 (the "Effective Date"), is made by Deutsche Bank Trust Company Americas, in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Second Lien Notes Security Agreement dated as of April 30, 2019, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 30, 2019 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 8, 2019 at Reel/Frame 6643/0808;

WHEREAS, in reliance of the Grantor's representations and warranties concerning the transactions referenced in that certain Officer's Certificate, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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 Agreement, as applicable.
2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule A attached hereto (the "Released Trademark Collateral"), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor 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 Grantor, at the Grantor's 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 the State 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:

Deutsche Bank Trust Company Americas, acting
in its capacity as Agent

By:

Name:

Title:


Kathryn Fischer
Vice President

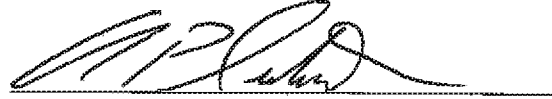
[Signature Page to Victor Valley Second Lien Trademark Release]

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TRADEMARK
REEL: 006722 FRAME: 0385

GRANTOR:
ENTERCOM OPERATIONS, INC.

By:



Name:

ANDREW P. SUTOR, IV

Title:

EXECUTIVE VICE PRESIDENT

[Signature Page to Victor Valley Second Lien Trademark Release]

Schedule A

Trademark Registrations and Applications

Owner	Trademark	Registration Number	Application Number
Entercom Operations, Inc.	KMPS	2,371,013	75/779,902

Exhibit B

Release Documents

RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 15 (the “Effective Date”), is made by Deutsche Bank Trust Company Americas, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Notes Security Agreement dated as of April 30, 2019, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 30, 2019 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 8, 2019 at Reel/Frame 6643/0808;

WHEREAS, in reliance of the Grantor’s representations and warranties concerning the transactions referenced in that certain Officer’s Certificate, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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 Agreement, as applicable.
2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule A attached hereto (the “Released Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor 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 Grantor, at the Grantor's 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 the State 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:

Deutsche Bank Trust Company Americas, acting
in its capacity as Agent

By: 

Name:

Title:

Kathryn Fischer
Vice President

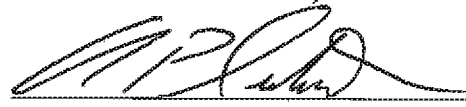
[Signature Page to Victor Valley Second Lien Trademark Release]

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TRADEMARK
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GRANTOR:
ENTERCOM OPERATIONS, INC.

By: _____



Name: ANDREW P. SUTOR, IV
Title: EXECUTIVE VICE PRESIDENT

[Signature Page to Victor Valley Second Lien Trademark Release]

Schedule A

Trademark Registrations and Applications

Owner	Trademark	Registration Number	Application Number
Entercom Operations, Inc.	KMPS	2,371,013	75/779,902

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Andrea Levenson (610) 660-5631
B. E-MAIL CONTACT AT FILER (optional) andrea.levenson@entercom.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Entercom Communications Corp. 2400 Market Street, 4th Floor Philadelphia, PA 19103 Attn: Andrea Levenson

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2019 2997117, filed 4/30/2019

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:
Check one of these two boxes: ☐ Debtor or ☐ Secured Party of record
AND Check one of these three boxes to:
☐ CHANGE name and/or address: Complete item 8a or 8b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 8a or 8b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME				
OR	8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

All "Station Assets", as defined in, and sold, conveyed, assigned, transferred and delivered by Debtor to El Dorado Broadcasters LLC ("Purchaser") pursuant to that certain Asset Purchase Agreement, dated as of May 1, 2019 and as in effect on such date ("Purchase Agreement"), among Debtor, Purchaser, and other parties thereto, excluding any other assets, including without limitation, the proceeds received by Debtor pursuant to such Purchase Agreement.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Deutsche Bank Trust Company Americas, as Notes Collateral Agent				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
File with Delaware Secretary of State Debtor: Entercom License, LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Andrea Levenson (610) 660-5631
B. E-MAIL CONTACT AT FILER (optional) andrea.levenson@entercom.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Entercom Communications Corp. 2400 Market Street, 4th Floor Philadelphia, PA 19103 Attn: Andrea Levenson

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2019 2996762, filed 4/30/2019

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**
Check one of these two boxes: ☐ Debtor or ☐ Secured Party of record
AND Check one of these three boxes to:
☐ CHANGE name and/or address: Complete item 8a or 8b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 8a or 8b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME				
OR	8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☒ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

All "Station Assets", as defined in, and sold, conveyed, assigned, transferred and delivered by Debtor to El Dorado Broadcasters LLC ("Purchaser") pursuant to that certain Asset Purchase Agreement, dated as of May 1, 2019 and as in effect on such date ("Purchase Agreement"), among Debtor, Purchaser, and other parties thereto, excluding any other assets, including without limitation, the proceeds received by Debtor pursuant to such Purchase Agreement.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Deutsche Bank Trust Company Americas, as Notes Collateral Agent				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
File with Delaware Secretary of State Debtor: **Entercom California, LLC**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Andrea Levenson (610) 660-5631
B. E-MAIL CONTACT AT FILER (optional) andrea.levenson@entercom.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Entercom Communications Corp. 2400 Market Street, 4th Floor Philadelphia, PA 19103 Attn: Andrea Levenson

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2019 2996358, filed 4/30/2019

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ **CHANGE** name and/or address: Complete item 8a or 8b; and item 7a or 7b and item 7c

☐ **ADD** name: Complete item 7a or 7b, and item 7c

☐ **DELETE** name: Give record name to be deleted in item 8a or 8b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME

OR 8b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☒ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

All "Station Assets", as defined in, and sold, conveyed, assigned, transferred and delivered by Debtor to El Dorado Broadcasters LLC ("Purchaser") pursuant to that certain Asset Purchase Agreement, dated as of May 1, 2019 and as in effect on such date ("Purchase Agreement"), among Debtor, Purchaser, and other parties thereto, excluding any other assets, including without limitation, the proceeds received by Debtor pursuant to such Purchase Agreement.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

Deutsche Bank Trust Company Americas, as Notes Collateral Agent

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

File with Delaware Secretary of State

Debtor: Entercom Operations, Inc.

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

TRADEMARK

RECORDED: 08/16/2019

REEL: 006722 FRAME: 0396