

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537909

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement ABL
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clear Channel IP, LLC		08/23/2019	Limited Liability Company: DELAWARE
Clear Channel Outdoor, LLC		08/23/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2677525	CLEAR CHANNEL MALLS
Registration Number:	2674768	CLEAR CHANNEL AIRPORTS
Registration Number:	2882210	CLEAR CHANNEL
Registration Number:	2807051	CLEAR CHANNEL OUTDOOR
Registration Number:	2884665	CLEAR CHANNEL
Registration Number:	2799665	CLEAR CHANNEL OUTDOOR
Registration Number:	2723643	
Registration Number:	3129523	CLEAR CHANNEL SPECTACOLOR
Registration Number:	1856918	PREMIERE PANEL
Registration Number:	2692767	QUANTUM STRUCTURE & DESIGN
Registration Number:	3942142	FLYSMART
Registration Number:	3897344	DIGITAL
Registration Number:	3903556	
Registration Number:	4169052	OUT REACHES
Registration Number:	4169053	OUT DELIVERS
Registration Number:	5239708	GET SEEN. BE LOVED.

OP \$515.00 2677525

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5408738	LOOK UP
Serial Number:	87859592	RADARVIEW
Serial Number:	88074166	RADARCONNECT
Serial Number:	88074174	RADARPROOF

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1121849 TM ABL F
NAME OF SUBMITTER:	Karen Cottrell
SIGNATURE:	/Karen Cottrell/
DATE SIGNED:	08/23/2019

Total Attachments: 6

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ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated August 23, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Deutsche Bank AG New York Branch (“DBNY”), as collateral agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Clear Channel Outdoor Holdings, Inc., a Delaware corporation (the “Parent Borrower”), the other borrowers from time to time party thereto (together with the Parent Borrower, the “Borrowers”), DBNY, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other Person party thereto have entered into the ABL Credit Agreement, dated as of August 23, 2019 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Swingline Lender to make Swingline Loans.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Swingline Lender to make Swingline Loans and certain other Secured Parties to make other financial accommodations to the Parent Borrower and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (in each case excluding any Excluded Property) (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto;
- (b) all rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment

of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CLEAR CHANNEL IP, LLC,
as Initial Grantor

By: 
Name: Brian D. Coleman
Title: Treasurer

CLEAR CHANNEL OUTDOOR, LLC,
as Initial Grantor

By: 
Name: Brian D. Coleman
Title: Treasurer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Marguerite Sutton
Title: Vice President

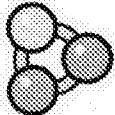
By: 
Name: Michael Strobel
Title: Vice President

{Signature Page to ABL Trademark Security Agreement}

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Serial No./ Filing Date	Registration No. Registration Date	Current Owner of Record
CLEAR CHANNEL MALLS	76380575 Mar. 11, 2002	2677525 Jan. 21, 2003	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL AIRPORTS	76380663 Mar. 11, 2002	2674768 Jan. 14, 2003	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL	76285461 Jul. 16, 2001	2882210 Sep. 07, 2004	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL OUTDOOR	76285468 Jul. 16, 2001	2807051 Jan. 20, 2004	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL Design 	76285469 Jul. 16, 2001	2884665 Sep. 14, 2004	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL OUTDOOR Design 	76285470 Jul. 16, 2001	2799665 Dec. 30, 2003	CLEAR CHANNEL IP, LLC
C Design 	76386225 Mar. 22, 2002	2723643 Jun. 10, 2003	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL SPECTA-COLOR	78701289 Aug. 26, 2005	3129523 Aug. 15, 2006	CLEAR CHANNEL IP, LLC
PREMIERE PANEL	74370544 Mar. 22, 1993	1856918 Oct. 04, 1994	CLEAR CHANNEL OUT-DOOR, LLC
QUANTUM STRUCTURE & DESIGN 	76380810 Mar. 11, 2002	2692767 Mar. 04, 2003	CLEAR CHANNEL OUT-DOOR, LLC
FLYSMART	85029367 May 04, 2010	3942142 Apr. 05, 2011	CLEAR CHANNEL OUT-DOOR, LLC
DIGITAL Design 	85038096 May 13, 2010	3897344 Dec. 28, 2010	CLEAR CHANNEL OUT-DOOR, LLC
MOLECULE Design	85038110 May 13, 2010	3903556 Jan. 11, 2011	CLEAR CHANNEL OUT-DOOR, LLC

			
OUT REACHES	85298450 Apr. 19, 2011	4169052 Jul. 03, 2012	CLEAR CHANNEL OUT-DOOR, LLC
OUT DELIVERS	85298460 Apr. 19, 2011	4169053 Jul. 03, 2012	CLEAR CHANNEL OUT-DOOR, LLC
GET SEEN. BE LOVED.	87084636 Jun. 27, 2016	5239708 Jul. 11, 2017	CLEAR CHANNEL OUT-DOOR, LLC
LOOK UP	87297076 Jan. 11, 2017	5408738 Feb. 20, 2018	CLEAR CHANNEL OUT-DOOR, LLC
RADARVIEW	87859592 Apr. 02, 2018	--	CLEAR CHANNEL OUT-DOOR, LLC
RADARCONNECT	88074166 Aug. 10, 2018	--	CLEAR CHANNEL OUT-DOOR, LLC
RADARPROOF	88074174 Aug. 10, 2018	--	CLEAR CHANNEL OUT-DOOR, LLC