

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541807

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900515665		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Entercom Operations, Inc.		08/15/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	El Dorado Broadcasters LLC		
<b>Street Address:</b>	4311 Wilshire Blvd., Suite 408		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90010		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75779902	KMPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027471691		
<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>	2027471694		
<b>Email:</b>	swoodworth@edingerlaw.net		
<b>Correspondent Name:</b>	Scott Woodworth		
<b>Address Line 1:</b>	1725 I Street, NW, Suite 300		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Jason Wolff		
<b>SIGNATURE:</b>	/Jason Wolff/		
<b>DATE SIGNED:</b>	09/20/2019		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY (“*Assignment*”) is made as of August 15, 2019, by Entercom Operations, Inc., a Delaware corporation, and Entercom California, LLC, a Delaware limited liability company (together, “*Entercom*”), for the benefit of El Dorado Broadcasters LLC, a Delaware limited liability company (“*EDB*”).

WHEREAS, this Assignment is made pursuant to the Asset Purchase Agreement (the “*Purchase Agreement*”), dated May 1, 2019, by and between Entercom, and Entercom License, LLC, on the one hand, and, EDB, on the other hand, which was partially assigned to Bluth Family Real Estate LLC, an affiliate of EDB, relating to the sale and acquisition of radio stations KVFG(FM), 103.1 MHz, Victorville, CA (Facility ID No. 72717) and KMPS(AM), 910 kHz, Hesperia, CA (Facility ID No. 72716) (collectively, the “*Stations*”). Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

Entercom hereby unconditionally and irrevocably grants, bargains, sells, assigns, transfers, conveys and delivers to EDB, free and clear of Liens (other than Permitted Liens), all of Entercom’s right, title and interest in, to and under the call letters, registered and unregistered trademarks, trade names, service marks, copyrights, jingles, logos, slogans, Internet domain names, Internet URLs, Internet web sites, content and databases, computer software, programs and programming material, all registrations, applications and licenses for any of the foregoing and other intangible property rights and interests applied for, issued to or owned by the Seller, and all goodwill associated with the foregoing, in each case that are used exclusively in the operation of the Stations, including the Intangible Property identified on Exhibit A hereto (including the registration thereof and application therefor (wherever filed)), whether statutory or at common law, including all registrations and applications therefor, the right to recover for past infringement, the goodwill associated with such Intangible Property, and all related common-law and statutory copyrights used or held for use exclusively in the operation of the Stations.

This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.


The construction and performance of this Assignment shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its principles of conflict of law, as set forth in Section 16.5 of the Purchase Agreement, and, as applicable, Federal law.

Delivery of an executed signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original signature page of this Assignment.

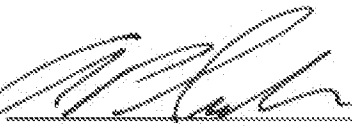
[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the day and year first above written.

**ENTERCOM OPERATIONS, INC.**

By:   
\_\_\_\_\_  
Andrew P. Sutor, IV  
Executive Vice President

**ENTERCOM CALIFORNIA, LLC**

By:   
\_\_\_\_\_  
Andrew P. Sutor, IV  
Executive Vice President

SIGNATURE PAGE TO ASSIGNMENT OF INTANGIBLE PROPERTY

Exhibit A

Registered Trademarks

TRADE-MARK	OWNER	TRADEMARK STATUS	COUNTRY	APPLICATION NO	REG. NO	APP. DATE	REG. DATE	NEXT RENEWAL DUE	CLASS
KMPS	Entercom Operations, Inc.	Registered	USA	75779902	2371013	20-Aug-99	25-Jul-00	25-Jul-20	38