

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545200

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SMG - Tulsa, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
Stephens Media Group - Massena, LLC		09/30/2019	Limited Liability Company: NEW YORK
Stephens Media Group - Rochester, LLC		09/30/2019	Limited Liability Company: NEW YORK
Stephens Media Group - Watertown, LLC		09/30/2019	Limited Liability Company: NEW YORK
Stephens Media Group - Ogdensburg, LLC		09/30/2019	Limited Liability Company: NEW YORK
SMG - Ardmore, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
SMG - Yakima, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
SMG - Tri Cities, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
SMG - Medford, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
SMG - Merced, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
SMG - Monterey, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
SMG - Redding, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
SMG - Spokane, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
SMG - Monroe, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
SMG - Alexandria, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
Stephens Management Group, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
SMG - Oklahoma, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
Stephens Media Group - New York, LLC		09/30/2019	Limited Liability Company: NEW YORK
SMG - Washington, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
<b>TRADEMARK</b>			

OP \$115.00 2670664

Name	Formerly	Execution Date	Entity Type
SMG - Louisiana, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
SMG - California, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
SMG - Oregon, LLC		09/30/2019	Limited Liability Company: OKLAHOMA
KXOJ, Inc.		09/30/2019	Corporation: OKLAHOMA
SMG - US, Inc.		09/30/2019	Corporation: OKLAHOMA
KMMY Incorporated		09/30/2019	Corporation: OKLAHOMA
Stephens Family Limited Partnership		09/30/2019	Limited Partnership: OKLAHOMA
David P. Stephens Trust		09/30/2019	Trust:
The Stephens Family Trust		09/30/2019	Trust:
Stephens Succession Trust		09/30/2019	Trust:

#### RECEIVING PARTY DATA

<b>Name:</b>	SPIRITBANK
<b>Street Address:</b>	1800 S. BALTIMORE
<b>City:</b>	TULSA
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	74119
<b>Entity Type:</b>	Corporation: OKLAHOMA

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Registration Number:</b>	2670664	RADIO MERCED
<b>Registration Number:</b>	2714759	RADIO MEDFORD
<b>Registration Number:</b>	2721516	KPIG 107.5 FM FREEDOM CALIFORNIA
<b>Registration Number:</b>	4803646	KPIG

#### CORRESPONDENCE DATA

**Fax Number:** 9185954990  
*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:** 918-595-4963  
**Email:** iplaw@gablelaw.com  
**Correspondent Name:** PAUL E. ROSSLER, GABLE GOTWALS  
**Address Line 1:** 100 West 5th Street, 1100 ONEOK Plaza  
**Address Line 4:** Tulsa, OKLAHOMA 74103

<b>ATTORNEY DOCKET NUMBER:</b>	005563-00014
<b>NAME OF SUBMITTER:</b>	PAUL E. ROSSLER

<b>SIGNATURE:</b>	/PAUL E. ROSSLER/
<b>DATE SIGNED:</b>	10/15/2019
<b>Total Attachments: 7</b> source=tm-sec-agr#page1.tif source=tm-sec-agr#page2.tif source=tm-sec-agr#page3.tif source=tm-sec-agr#page4.tif source=tm-sec-agr#page5.tif source=tm-sec-agr#page6.tif source=tm-sec-agr#page7.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into September 30, 2019, by and between the Pledgors signing below (each, a "Pledgor" and collectively, the "Pledgors") and SPIRITBANK, an Oklahoma banking corporation (the "Lender"). Capitalized terms used in this Agreement and not otherwise defined in Consolidated, Amended and Restated Security and Pledge Agreement with Assignment of Rights and Interests executed as of the date hereof between the particular Pledgors identified as Borrowers therein and Lender (the "Security Agreement").

WHEREAS, the Borrowers and Lender have entered into that certain Consolidated, Amended and Restated Loan Agreement ("Loan Agreement") as of the date hereof.

WHEREAS, as a condition precedent to the Lender making the Loan, the Pledgors have executed and delivered to Lender the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to Lender a security interest in, among other property, certain intellectual property of the Pledgors, and have agreed to execute and deliver this Agreement for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the Pledgors hereby covenant and agree with Lender as follows:

1. Grant of Security Interest. Each Pledgor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of such Pledgor in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Pledgor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Pledgor authorizes the Commissioner for Trademarks, and any other governmental officials, to record and register this Agreement upon request by the Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Oklahoma, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction).

*[SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, the Pledgors have executed and delivered this Agreement to and in favor of Lender as of the date first set forth above.

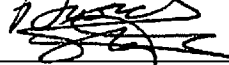
**PLEDGORS:**

**SMG - TULSA, LLC**, an Oklahoma limited liability company, **STEPHENS MEDIA GROUP - MASSENA, LLC**, a New York limited liability company, **STEPHENS MEDIA GROUP - ROCHESTER, LLC**, a New York limited liability company, **STEPHENS MEDIA GROUP - WATERTOWN, LLC**, a New York limited liability company, **STEPHENS MEDIA GROUP - OGDENSBURG, LLC**, a New York limited liability company, **SMG - ARDMORE, LLC**, an Oklahoma limited liability company, **SMG - YAKIMA, LLC**, an Oklahoma limited liability company, **SMG - TRI CITIES, LLC**, an Oklahoma limited liability company, **SMG - MEDFORD, LLC**, an Oklahoma limited liability company, **SMG - MERCED, LLC**, an Oklahoma limited liability company, **SMG - MONTEREY, LLC**, an Oklahoma limited liability company, **SMG - REDDING, LLC**, an Oklahoma limited liability company, **SMG - SPOKANE, LLC**, an Oklahoma limited liability company, **SMG - MONROE, LLC**, an Oklahoma limited liability company, **SMG - ALEXANDRIA, LLC**, an Oklahoma limited liability company, **STEPHENS MANAGEMENT GROUP, LLC**, an Oklahoma limited liability company, **SMG - OKLAHOMA, LLC**, an Oklahoma limited liability company, **STEPHENS MEDIA GROUP - NEW YORK, LLC**, a New York limited liability company, **SMG - WASHINGTON, LLC**, an Oklahoma limited liability company, **SMG - LOUISIANA, LLC**, an Oklahoma limited liability company, **SMG - CALIFORNIA, LLC**, an Oklahoma limited liability company, **SMG - OREGON, LLC**, an Oklahoma limited liability company

By: \_\_\_\_\_

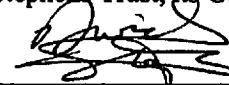
  
David P. Stephens, Manager

**KXOJ, INC., an Oklahoma corporation, SMG -  
US, INC., an Oklahoma corporation, KMMY  
INCORPORATED, an Oklahoma corporation**

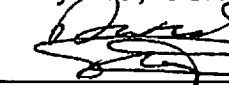
By:   
David P. Stephens, President

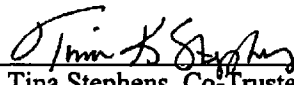
**STEPHENS FAMILY LIMITED  
PARTNERSHIP, an Oklahoma limited  
partnership**

By: David P. Stephens Trust, its General Partner

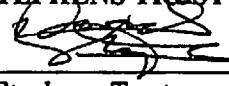
By:   
David P. Stephens, Trustee

By: Stephens Family Trust, its Limited Partner

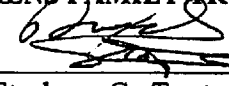
By:   
David P. Stephens, Co-Trustee

By:   
Tina Stephens, Co-Trustee

**DAVID P. STEPHENS TRUST**

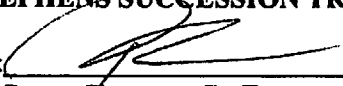
By:   
David P. Stephens, Trustee

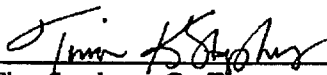
**THE STEPHENS FAMILY TRUST**


By:   
David P. Stephens, Co-Trustee

By:   
Tina Stephens, Co-Trustee

**STEPHENS SUCCESSION TRUST**

By:   
\_\_\_\_\_  
Roger Chasteen, Co-Trustee

By:   
\_\_\_\_\_  
Tina Stephens, Co-Trustee

  
\_\_\_\_\_  
David P. Stephens, individually



**LENDER:**

**SPIRITBANK**

By: 

Randy G. Allison, Tulsa Market President

SIGNATURE PAGE  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006771 FRAME: 0630**

Schedule 1

Trademarks

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
Radio Merced Logo	U.S.	2670664	12/31/2002	SMG – Merced, LLC
Radio Medford Logo	U.S.	2714759	5/6/2003	SMG – Medford, LLC
KPIG 107.5 Freedom California Logo	U.S.	2721516	6/3/2003 (Corrected 8/11/2015)	SMG – Monterey, LLC
KPIG Logo	U.S.	4803646	9/1/2015	SMG – Monterey, LLC

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SCHEDULE 1  
TRADEMARK SECURITY AGREEMENT