

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM550691

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IHEARTMEDIA + ENTERTAINMENT, INC.		11/22/2019	Corporation: NEVADA
IHEARTMEDIA MANAGEMENT SERVICES, INC.		11/22/2019	Corporation: TEXAS
AMFM Broadcasting, Inc.		11/22/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	388 GREENWICH STREET		
<b>Internal Address:</b>	7th FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88622982	HOW MEN THINK WITH BROOKS LAICH & GAVIN	
<b>Serial Number:</b>	88631797	ONE NIGHT FOR OUR MILITARY	
<b>Serial Number:</b>	88637476	NEXT QUESTION WITH KATIE COURIC	
<b>Serial Number:</b>	88625029	WORST YEAR EVER	
<b>Serial Number:</b>	88549669	REVMA	
<b>Serial Number:</b>	88680211	MEDIA MONITORS PODRANK	
<b>Serial Number:</b>	88660090	ELLEN K Q&A	
<b>Serial Number:</b>	88660080	INSIDE HOLLYWOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128623837		
<b>Email:</b>	raza.siddiqui@kirkland.com		

CH \$215.00 88622982

<b>Correspondent Name:</b>	Raza Siddiqui
<b>Address Line 1:</b>	300 N. LaSalle
<b>Address Line 2:</b>	Kirkland & Ellis LLP
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	46871-3
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<b>NAME OF SUBMITTER:</b>	Raza Siddiqui
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<b>SIGNATURE:</b>	/razasiddiqui/
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<b>DATE SIGNED:</b>	11/22/2019
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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2**

This **Trademark Security Agreement Supplement No. 2**, dated as of November 22, 2019 (this “**Agreement**”), to the Trademark Security Agreement, dated as of May 1, 2019 (as supplemented by the Trademark Security Agreement Supplement, dated as of August 7, 2019) in favor of the Collateral Agent (as defined below) is entered into 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 the Security Agreement, dated as of May 1, 2019, (as may be 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 Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to continue 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 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

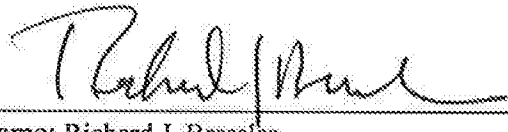
Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

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 Agreement.

SECTION 5. Counterparts. This 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 Agreement by signing and delivering one or more counterparts.

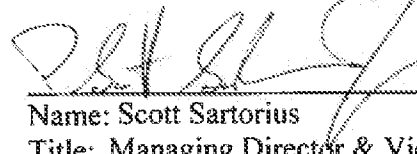
[Remainder of page intentionally left blank. Signature pages follow.]

IHEARTMEDIA + ENTERTAINMENT, INC.  
IHEARTMEDIA MANAGEMENT SERVICES,  
INC.  
AMFM BROADCASTING, INC., as Grantors

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

**CITIBANK, N.A., as Collateral Agent**

By:



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Name: Scott Sartorius

Title: Managing Director & Vice President

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2]

**TRADEMARK**  
**REEL: 006803 FRAME: 0074**

**Schedule I****Trademark Applications**

<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Owner</b>
HOW MEN THINK WITH BROOKS LAICH & GAVIN DEGRAW	88622982	September 19, 2019	iHeartMedia + Entertainment, Inc.
ONE NIGHT FOR OUR MILITARY	88631797	September 26, 2019	iHeartMedia + Entertainment, Inc.
NEXT QUESTION WITH KATIE COURIC	88637476	October 1, 2019	iHeartMedia + Entertainment, Inc.
WORST YEAR EVER	88625029	September 20, 2019	iHeartMedia + Entertainment, Inc.
REVMA	88549669	July 30, 2019	iHeartMedia Management Services, Inc.
MEDIA MONITORS PODRANK	88680211	November 5, 2019	iHeartMedia Management Services, Inc.
ELLEN K Q & A	88660090	October 18, 2019	AMFM Broadcasting, Inc.
INSIDE HOLLYWOOD	88660080	October 18, 2019	AMFM Broadcasting, Inc.