

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIACO HOLDING INC.		11/25/2019	Corporation:
RECEIVING PARTY DATA			
Name:	GACP Finance Co., LLC, as Term Agent		
Street Address:	11100 Santa Monica Boulevard, Suite 800		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2357598	CIRCLE OF SISTERS	
Registration Number:	2424619	SUNDAY CLASSICS	
Registration Number:	2326867	WBLS	
Registration Number:	2393181	WBLS 107.5 FM	
Registration Number:	4194765	HIP HOP HAS HEART	
Registration Number:	2611930	HIP HOP SYMPHONY	
Registration Number:	4198544	HIP HOP VOTES HOT 97 FM	
Registration Number:	2477364	HOT 97	
Registration Number:	4197746	HOT 97 FM	
Registration Number:	5013063	HOT 97 FM	
Registration Number:	4383963	HOT 97 FM	
Registration Number:	5007723	HOT FOR THE HOLIDAYS	
Registration Number:	4799465	RIDE OR DIE	
Registration Number:	2335536	SMOOTH CRUISE	
Registration Number:	3123677	WHERE HIP HOP LIVES	
Registration Number:	4846366	WHERE HIP HOP LIVES	
Registration Number:	3178337	WHO'S NEXT	
Registration Number:	3199618	WHO'S NEXT LIVE	

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CORRESPONDENCE DATA**Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2021 McKinney Ave., Suite 2000**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 96841-30030**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 11/26/2019**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 25, 2019, is made by MEDIACO HOLDING INC. (“Grantor”), in favor of GACP Finance Co., LLC (“GACP”), as term agent (in such capacity, together with its successors and permitted assigns, the “Term Agent”) for the Term Lenders (each as defined in the Term Loan Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement dated as of November 25, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Term Loan Agreement”) among Grantor, the other Borrowers party thereto, the Tern Agent and the Term Lenders from time to time party thereto, the Term Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement dated as of November 25, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Term Agent, to pledge its assets as security for the Secured Obligations (as defined in the Security Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Security Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Term Lenders to extend and/or maintain credit under the Term Loan Agreement, the Grantor hereby agrees with the Term Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Term Loan Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Term Agent for the benefit of the Secured Parties, and grants to the Term Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Obligations at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Term Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Term Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

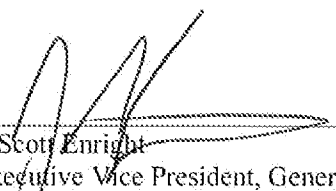
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

MEDIACO HOLDING INC., as Grantor

By: 
Name: J. Scott Enright
Title: Executive Vice President, General
Counsel and Secretary




ACCEPTED AND AGREED
as of the date first above written:


GACP FINANCE CO., LLC,
as Term Agent

By: 
Name: John Ahn
Title: Chief Executive Officer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Owner Name	Trademark Name	Country Name	Registration No.	Registration Date	Status
MediaCo Holding Inc.	CIRCLE OF SISTERS & Design 	United States of America	2,357,598	13-Jun-2000	Registered
MediaCo Holding Inc.	SUNDAY CLASSICS	United States of America	2,424,619	30-Jan-2001	Registered
MediaCo Holding Inc.	WBLS	United States of America	2,326,867	07-Mar-2000	Registered
MediaCo Holding Inc.	WBLS 107.5 FM & Logo 	United States of America	2,393,181	10-Oct-2000	Registered
MediaCo Holding Inc.	HIP HOP HAS HEART	United States of America	4,194,765	21-Aug-2012	Registered
MediaCo Holding Inc.	HIP HOP SYMPHONY	United States of America	2,611,930	27-Aug-2002	Registered
MediaCo Holding Inc.	HIP HOP VOTES design 	United States of America	4,198,544	28-Aug-2012	Registered
MediaCo Holding Inc.	HOT 97	United States of America	2,477,364	14-Aug-2001	Registered
MediaCo Holding Inc.	HOT 97 FM	United States of America	4,197,746	28-Aug-2012	Registered

MediaCo Holding Inc.	HOT 97 FM	United States of America	5,013,063	02-Aug-2016	Registered
MediaCo Holding Inc.	HOT 97 FM & Design 	United States of America	4,383,963	13-Aug-2013	Registered
MediaCo Holding Inc.	HOT FOR THE HOLIDAYS	United States of America	5,007,723	26-Jul-2016	Registered
MediaCo Holding Inc.	RIDE OR DIE	United States of America	4,799,465	25-Aug-2015	Registered
MediaCo Holding Inc.	SMOOTH CRUISE	United States of America	2,335,536	28-Mar-2000	Registered
MediaCo Holding Inc.	WHERE HIP HOP LIVES	United States of America	3,123,677	01-Aug-2006	Registered
MediaCo Holding Inc.	WHERE HIP HOP LIVES	United States of America	4,846,366	03-Nov-2015	Registered
MediaCo Holding Inc.	WHO'S NEXT	United States of America	3,178,337	28-Nov-2006	Registered
MediaCo Holding Inc.	WHO'S NEXT LIVE	United States of America	3,199,618	16-Jan-2007	Registered

Signature Page to Trademark Security Agreement

TRADEMARK

RECORDED: 11/26/2019

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