

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554070

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		First Lien Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cox Radio, Inc.		12/17/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1670543	...DEPEND ON IT!	
Registration Number:	1724748	A DAY IN THE COUNTRY	
Registration Number:	2472624	ATLANTA'S MORNING NEWS	
Registration Number:	2399189	FRIDAY AFTERNOON HAPPY HOUR	
Registration Number:	1349977	K K B Q	
Registration Number:	1622980	MORE MUSIC MORNINGS	
Registration Number:	1674596	MOST MUSIC MORNING	
Registration Number:	2418684	PERFECT LUNCH HOUR	
Registration Number:	4423981	REAL. RAW. RADIO.	
Registration Number:	1707250	SKYCOPTER SKYPLANE TRAFFIC	
Registration Number:	1992278	SPORTS VOICE OF THE SOUTH	
Registration Number:	2328652	WBAB	
Registration Number:	2328653	WBLI	
Registration Number:	1491528	WGAU	
Registration Number:	1491529	WNGC	
Registration Number:	1423290	WSB	
Registration Number:	1412624	WSB-FM	
Registration Number:	1404374	WSUN	

OP \$490.00 1670543

Property Type	Number	Word Mark
Registration Number:	1536811	WWRM

CORRESPONDENCE DATA

Fax Number:

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: 2126834120
Email: luis.rodriquez@unitedcorporate.com
Correspondent Name: Elaine Carrera
Address Line 1: 80 PINE STREET
Address Line 2: C/O CAHILL GORDON & REINDEL LLP
Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/ELAINE CARRERA/
DATE SIGNED:	12/19/2019

Total Attachments: 8

source=Camelot - Cox Radio, Inc. Copyright Security Agreement#page1.tif
source=Camelot - Cox Radio, Inc. Copyright Security Agreement#page2.tif
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Form DCS (Document Cover Sheet)
For Recordation of Documents under 17 U.S.C. §205

UNITED STATES COPYRIGHT OFFICE

Privacy Act Notice: Sections 205 and 705 of title 17 of the *United States Code* authorize the Copyright Office to collect the personally identifying information (PII) requested on this form. PII is any personal information that can be used to identify, contact, or trace an individual, such as names, addresses, and telephone numbers. By providing this information, you are agreeing to the routine use of it to establish and maintain a public record, which includes appearing in the Office's paper and online public records and indexes, including the Office's online catalog, and in search reports prepared for the public. If you do not provide the information requested, recordation may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

Electronic Title List Enclosed

Declaration of Ownership in a Musical Work (DOMW)

If DOMW is checked, an electronic title list must be enclosed and "Electronic Title List Enclosed" must also be checked.

DO NOT WRITE IN THIS BOX

Volume _____ Document _____

SR# _____

Date of recordation M _____ D _____ Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000 or 1-877-476-0778 (toll free).

Send to: Library of Congress, Copyright Office—DOC, LM 433, 101 Independence Avenue SE, Washington, DC 20559-6000
If submitting a DOMW, send to: Copyright Office—DOMW, RO. Box 71537, Washington, DC 20024-1537

To the Register of Copyrights: *Please record the accompanying document.*

IMPORTANT: *Please read all instructions for completing this form. If you have enclosed an electronic title list or if your document is a Declaration of Ownership in a Musical Work (DOMW), check the appropriate box(es) on the top of this page.*

- 1 Title of first work provided in document The best of Neal Boortz 1997

- 2 Total number of titles in document 4

- 3 Page number(s) in document where titles information can be located 5

- 4 Amount of fee calculated \$ _____ *(Fees are to be calculated in accordance with 37 C.F.R. § 201.3(c))*

- 5 Fee enclosed Check Money Order
 Fee authorized to be charged to Copyright Office deposit account
Deposit account number _____
Deposit account name _____

- 6 Return receipt requested If checked, please enclose a second completed copy of this form and a self-addressed postage-paid envelope

- 7 Redacted document Check if document is redacted
 Check if a written justification for redacted material not enumerated in 37 C.F.R. § 201.4(d)(4)(i) is enclosed

- 8 English translation Check if an English translation of non-English material is enclosed

9 Document type

(Check the one that best describes the document.)

- Assignment Exclusive License Non-Exclusive License
- Change of Address Mortgage or Security Agreement
- Affidavit/Declaration/Certification Court Order Will
- Change of Name (e.g., via merger agreement, amendment to articles of incorporation)
- Other First Lien Security Agreement

10 Document's Date of Execution

December 17, 2019

11 Party Information

(Provide the names of all parties to the document and the nature of their respective relationships to the document, including which party, if any, is the current copyright owner of the works to which the document pertains. A mailing address must also be provided if submitting a DOMW and may be voluntarily provided for all other documents. If more space is needed, attach an additional sheet.)

Name Cox Radio, Inc.

Relationship Conveying Party

Number/Street _____ Apt/Suite _____

City _____ State _____ Zip _____

Name Royal Bank of Canada

Relationship Receiving Party

Number/Street _____ Apt/Suite _____

City _____ State _____ Zip _____

List continued on an attached additional sheet

12 Remitter Information and Certifications

(You, the individual actually submitting this form and the attached document to the Copyright Office, provide your contact information and make the required remitter certifications by signing your name. The Office may use this information to contact you about the submission and will send the certificate of recordation to the provided address if the document is successfully recorded.)

I certify under penalty of perjury under the laws of the United States of America that I have been given appropriate authority to submit this cover sheet, accompanying document, and any other enclosed materials to the U.S. Copyright Office for recordation, and all information I have submitted is true, accurate, and complete to the best of my knowledge.

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature Elaine Carrera Date December 17, 2019

Name Elaine Carrera

Title/Organization Senior Paralegal, CAHILL GORDON & REINDEL LLP

Number/Street 80 Pine Street Apt/Suite _____

City New York State NY Zip 10005

Phone number (212) 701-3365 Fax number (212) 269-5420

Email ecarrera@cahill.com

If you are not a party to the document, describe your relationship to the document or the original parties to the document (e.g., duly authorized agent of a party, successor-in-interest to a party, duly authorized agent of a successor-in-interest to a party).

Duly authorized agent of receiving party.

13 Document Certifications

(These certifications can be made either by the remitter identified on the previous page or another individual.)

Original document enclosed Official certification enclosed

I certify under penalty of perjury under the laws of the United States of America that the following is true and correct: (Check the box next to each certification being made. The first is always required. The second is required if an original document or official certification is not enclosed. If a different individual is making each one, complete and attach an additional copy of this page.)

The accompanying document being submitted to the U.S. Copyright Office for recordation satisfies the signature, completeness, legibility, and, if redacted, redaction requirements for recordation as specified in 37 C.F.R. § 201.4.

The accompanying document being submitted to the U.S. Copyright Office for recordation is, to the best of my knowledge, a true and correct copy of the original, signed document.

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature Elaine Carrera Date December 17, 2019

Certifier Information

(This information is only required if an individual other than the remitter identified on the previous page is making the above certifications.)

Name Elaine Carrera

Title/Organization Senior Paralegal, CAHILL GORDON & REINDEL LLP

If the certifier is not a party to the document, describe the certifier's relationship to the document or the original parties to the document (e.g., duly authorized agent of a party, successor-in-interest to a party, duly authorized agent of a successor-in-interest to a party).

Grant of Security Interest in Copyrights (First Lien)

GRANT OF SECURITY INTEREST IN COPYRIGHTS (FIRST LIEN), dated as of December 17, 2019 (this “Notice”), made by Cox Radio, Inc., a Delaware Corporation (the “Pledgor”), in favor of ROYAL BANK OF CANADA, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of December 17, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Terrier Media Buyer, Inc. (the “Borrower”), each subsidiary of the Borrower identified therein and Royal Bank of Canada, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Copyright Collateral”):

all Copyrights of the United States of America, including those listed on Schedule I.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Copyright Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed

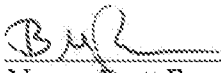
counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.


Cox Radio, Inc.

By: 
Name: Brett Fennell
Title: Vice President, Chief Financial Officer
and Treasurer

[Signature Page to Notice of Grant of Security Interest in Copyrights (First Lien)]

TRADEMARK
REEL: 006821 FRAME: 0478

ROYAL BANK OF CANADA,
as Collateral Agent,

By: 

Name:
Title: Susan Khokher
Manager, Agency

[Signature Page to Notice of Grant of Security Interest in Copyrights (First Lien)]

TRADEMARK

REEL: 006821 FRAME: 0479

Schedule I
to Grant of Security Interest in Copyrights (First Lien)

Copyrights Owned by Cox Radio, Inc.

U.S. Copyright Registrations

Copyright	Registration Number	Registration Date
The best of Neal Boortz 1997	SR0000174985	3/29/1999
The best of Neal Boortz 1998	SR0000174987	3/29/1999
We teach, we tickle, we torture, card.	TX0004908052	12/22/1998
Lite up the holidays : vol. 2.	SR0000385399	3/21/2006