

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cox Radio, Inc.		12/17/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Camelot Radio Buyer, LLC		
Street Address:	9 West 57th Street, 43rd Floor		
Internal Address:	c/o AP IX (PMC) VoteCo, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1689321	WHKO	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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>			
Phone:	404-815-6500		
Email:	byates@kilpatricktownsend.com		
Correspondent Name:	Barbara Yates, Paralegal		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	c/o Kilpatrick Townsend & Stockton LLP		
Address Line 4:	Atlanta, GEORGIA 30309-4528		
ATTORNEY DOCKET NUMBER:	1105999		
NAME OF SUBMITTER:	Barbara Yates		
SIGNATURE:	/Barbara Yates/		
DATE SIGNED:	12/23/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated December 17, 2019, is entered into by and between Cox Radio, Inc. ("Assignor"), on the one hand, and Camelot Radio Buyer, LLC ("Assignee"), on the other hand.

WHEREAS, reference is made to that certain Purchase Agreement dated February 14, 2019 by and among Cox Enterprises, Inc., a Delaware corporation, Cox Media Group, LLC, a Delaware limited liability company, Cox Media Group Ohio, Inc., a Delaware corporation, Assignor, and Terrier Media Buyer, Inc., a Delaware corporation (the "Purchase Agreement"); and

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks and trademark applications set forth on Exhibit A attached hereto (the "Trademarks");

WHEREAS, Assignor agrees to assign and deliver to Assignee all of its right, title and interest in, to and under the Trademarks free and clear of all Liens, other than Permitted Liens, and Assignee has agreed to accept such assignment.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Defined Terms. Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Purchase Agreement.

2. Assignment.

Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee (i) all of its right, title and interest in and to the Trademarks, whether statutory or at common law, including all registrations and applications therefor, (ii) the right to sue and recover for all past, present and future infringements, misappropriations and other violations of the Trademarks (including, without limitation, the right to receive all monies, proceeds, settlements and recoveries in connection therewith and to obtain equitable relief in respect of such infringements, misappropriations and other violations), (iii) the goodwill associated with such Trademarks in the operation of the Business, the same to be held and enjoyed by Assignee to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made, free and clear of all Liens, other than Permitted Liens, and (iv) all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto. Assignee hereby accepts the assignment of the Trademarks.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such trademark to be invalidated, cancelled, voided or abandoned.

3. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Trademarks.

4. The Purchase Agreement. This Assignment is intended to facilitate 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. Notwithstanding anything to the contrary herein, nothing contained in this Assignment shall be construed to supersede, limit, restrict, expand, enlarge, modify or qualify in any manner the rights and obligations (including without limitation any liability) of the parties under 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.

5. Further Assurances. At any time after the date hereof, each Party shall from time to time, at the request of and without further cost or expense to the other, execute, acknowledge and deliver such other further assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by the other Party, and take such other actions consistent with the terms of this Assignment as may reasonably be requested in order to assign, transfer, grant, convey, and confirm to Assignee the Acquired Company Assets, the Shares or otherwise consummate the Transactions. To the fullest extent permitted by applicable Law, Assignor hereby authorizes Assignee and its assignees and gives Assignee and its assignees its irrevocable power of attorney, with full power of substitution, which authorization shall be coupled with an interest, to take any and all steps in Assignor's name and on behalf of Assignor that are necessary or desirable in the reasonable determination of Assignee and its assignees to assign, transfer, endorse, negotiate, deposit or otherwise realize on any Acquired Company Asset, Shares or any writing of any kind in connection with any Acquired Company Asset or Shares if Assignor does not do so within a reasonable period of time after receipt of a request from Assignee.

6. Governing Law; Consent to Jurisdiction. All disputes, claims (and counter-claims), controversies or causes of action (whether at law or in equity, whether in contract or in tort or otherwise) based upon, arising out of or relating to this Assignment, or the negotiation, validity or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its rules of conflict of laws. Each of the Parties hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the Delaware Court of Chancery; provided, that if (and only after) such court determines that it lacks subject matter jurisdiction over any particular matter, such matter shall be brought in the Chosen Courts, for any Action arising out of or relating to this Assignment or the negotiation, validity or performance of this Assignment (and agrees not to commence any Action relating thereto except in such Chosen Courts), waives any objection or defense with respect to the laying of venue of any such Action in the Chosen Courts and agrees not to plead or claim (or counter-claim), or advocate as a defense, in any Chosen Court that such Action brought therein (i) has been brought in any inconvenient forum, (ii) should be transferred or removed to any court other than one of the Chosen Courts, or (iii) should be stayed by reason of the pendency of some other proceeding in any court other than one of the Chosen Courts. Each party hereto hereby agrees not to commence any such Action other than before one of the Chosen Courts. Each party hereto agrees that a final, non-

appealable judgment in any Action so brought shall be conclusive and may be enforced by suit on the judgment in any court of competent jurisdiction, or in any other manner provided by Law.

7. Successors and Assigns. No party hereto may assign this Assignment without the prior written consent of the other parties hereto. The terms of this Assignment shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Assignment. Notwithstanding the foregoing, Assignee may assign any or all of its rights under this Assignment to any of its Affiliates or to its or its subsidiaries' lenders as collateral security without the consent of any of the other parties hereto, and no assignment shall relieve any party of any obligation or liability under this Assignment.

8. Counterparts. This Assignment may be executed in two or more counterparts, which together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, .pdf or electronic mail intended to preserve the original graphic and pictorial appearance of the signature shall be effective as delivery of a manually executed original counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR

Cox Radio, Inc.

By: 

Name: Juliette W. Pryor

Title: Secretary

ASSIGNEE

Camelot Radio Buyer, LLC

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

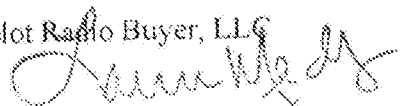
ASSIGNOR

Cox Radio, Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE

Camelot Radio Buyer, LLC

By:  _____
Name: Laurie D. Medley _____
Title: Vice President _____

[Signature Page to Trademark Assignment Agreement]

Exhibit A

Trademarks

Trademark	Jurisdiction	Serial Number/ Filing Date	Registration Number/ Registration Date	Status
WHKO	USA	74164724 5/8/1991	1689321 5/26/1992	Registered

Doc#: US1:13410885v1