

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement No. 3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicasters Co.		07/16/2020	Corporation: OHIO
Critical Mass Media, Inc.		07/16/2020	Corporation: OHIO
iHeartMedia + Entertainment, Inc.		07/16/2020	Corporation: NEVADA
iHM Identity, Inc.		07/16/2020	Corporation: TEXAS
Katz Communications, Inc.		07/16/2020	Corporation: DELAWARE
Premiere Networks, Inc.		07/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 North Tryon Street, 5th Floor		
Internal Address:	MAC Legal Dept., NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6022118	SHALLOW BOWL OF DEEP QUESTIONS	
Registration Number:	6040515	TALENT GPS	
Serial Number:	88772364	YOUR LIFE ON SHUFFLE	
Serial Number:	88869444	STRANGE ARRIVALS	
Serial Number:	90008735	CAN'T CANCEL PRIDE	
Serial Number:	90010532	HOW MEN THINK WITH BROOKS LAICH AND GAVI	
Serial Number:	90013490	AMERICAN SHADOWS	
Serial Number:	88786124	IHEARTMEDIA CHICAGO WOMEN WHO WIN	
Serial Number:	88844053	IHEARTECO	
Serial Number:	88844619	IHEARTPODCAST	
Serial Number:	88848932	IHEART LIVING ROOM CONCERT FOR AMERICA	
Serial Number:	88850397	IHEARTRADIO FAN BREAK	
Serial Number:	88857644	IHEARTRADIO AT HOME	
TRADEMARK			

OP \$440.00 6022118

Property Type	Number	Word Mark
Serial Number:	88933329	IHEARTPRIDE
Serial Number:	90010534	IHEARTRADIO CONCERTS FOR THE COMMUNITY
Serial Number:	88791268	AUDIOLOGY BY KATZ
Serial Number:	88778823	PREMIERE SPORTS NETWORK

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1243848 TM
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	07/16/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 3

This **Trademark Security Agreement Supplement No. 3**, dated as of July 16, 2020 (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, and the Trademark Security Agreement Supplement No. 2, dated as of November 22, 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 BANK OF AMERICA, 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.

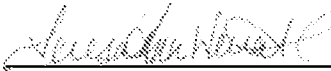
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

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

CITICASTERS CO.
CRITICAL MASS MEDIA, INC.
IHEARTMEDIA + ENTERTAINMENT, INC.
IHM IDENTITY, INC.
KATZ COMMUNICATIONS, INC.
PREMIUM NETWORKS, INC., as Grantors

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

BANK OF AMERICA, N.A., as
Collateral Agent

By: 
Name: Teresa Weirath
Title: Vice President

Schedule I
Trademark Registrations

Mark	Registration Number	Registration Date	Owner
SHALLOW BOWL OF DEEP QUESTIONS	6022118	March 31, 2020	Citicasters Co.
TALENT GPS	6040515	April 28, 2020	Critical Mass Media, Inc.

Trademark Applications

Mark	Application Number	Application Date	Owner
YOUR LIFE ON SHUFFLE	88772364	January 24, 2020	iHeartMedia + Entertainment, Inc.
STRANGE ARRIVALS	88869444	April 13, 2020	iHeartMedia + Entertainment, Inc.
CAN'T CANCEL PRIDE	90008735	June 18, 2020	iHeartMedia + Entertainment, Inc.
HOW MEN THINK WITH BROOKS LAICH AND GAVIN DEGRAW	90010532	June 19, 2020	iHeartMedia + Entertainment, Inc.
AMERICAN SHADOWS	90013490 (Intent to Use)	June 22, 2020	iHeartMedia + Entertainment, Inc.
IHEARTMEDIA CHICAGO WOMEN WHO WIN	88786124	February 5, 2020	iHM Identity, Inc.
HEARTECO	88844053	March 23, 2020	iHM Identity, Inc.

IHEARTPODCAST	88844619 (Intent to Use)	March 23, 2020	iHM Identity, Inc.
IHEART LIVING ROOM CONCERT FOR AMERICA	88848932 (Intent to Use)	March 26, 2020	iHM Identity, Inc.
IHEARTRADIO FAN BREAK	88850397 (Intent to Use)	March 27, 2020	iHM Identity, Inc.
IHEARTRADIO AT HOME	88857644 (Intent to Use)	April 2, 2020	iHM Identity, Inc.
IHEARTPRIDE	88933329	May 26, 2020	iHM Identity, Inc.
IHEARTRADIO CONCERTS FOR THE COMMUNITY	90010534	June 19, 2020	iHM Identity, Inc.
AUDIOLOGY BY KATZ	88791268	February 10, 2020	Katz Communications, Inc.
PREMIERE SPORTS NETWORK	88778823	January 30, 2020	Premiere Networks, Inc.