

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM587189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Townsquare Interactive, LLC		07/17/2020	Limited Liability Company: DELAWARE
Townsquare Commerce, LLC		07/17/2020	Limited Liability Company: DELAWARE
Townsquare Media Trenton, LLC		07/17/2020	Limited Liability Company: DELAWARE
Townsquare Next, LLC		07/17/2020	Limited Liability Company: DELAWARE
Townsquare Live Events, LLC		07/17/2020	Limited Liability Company: DELAWARE
Townsquare Media, Inc.		07/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West, 4th Floor		
Internal Address:	Agency Services Group		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5516889	TOWNSQUARE	
Registration Number:	5516895	TOWNSQUARE MEDIA	
Registration Number:	5970596	TOWNSQUARE INTERACTIVE	
Registration Number:	3895290	SEIZE THE DEAL	
Registration Number:	3895241	SEIZE THE DEAL	
Registration Number:	3895291	THE POWER OF THE GROUP	
Registration Number:	3895242	THE POWER OF THE GROUP	
Registration Number:	5508748	DIFFUSER.FM	
Registration Number:	5508747	DIFFUSER	
Registration Number:	4574487	STEAMBOAT WINE FESTIVAL	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4574488	PARK CITY FOOD & WINE CLASSIC
Registration Number:	5565814	920 THE JERSEY
Registration Number:	5561034	ASK THE GOVERNOR

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/17/2020

Total Attachments: 6
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Townsquare Interactive, LLC
2. Townsquare Commerce LLC
3. Townsquare Media Trenton, LLC
4. Townsquare Next, LLC
5. Townsquare Live Events, LLC
6. Townsquare Media, Inc.

☐ Partnership ☐ Limited Partnership

☐ Corporation- State: _____

☒ Other 1-5. LLC-DE; 6. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 17, 2020

☐ Assignment ☐ Merger

☒ Security Agreement ☐ Change of Name

☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Royal Bank of Canada

Street Address: 20 King Street West, 4th Floor, Agency Services Group

City: Toronto

State: _____

Country: Canada Zip: M5H 1C4

☐ Individual(s) Citizenship _____

☐ Association Citizenship _____

☐ Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☒ Other Chartered Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

☐ Authorized to be charged to deposit account

☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

July 17, 2020
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 17, 2020 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Royal Bank of Canada ("Royal Bank"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and Royal Bank, as Administrative Agent for the Lenders, the Lenders have severally agreed to provide term loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to provide their respective term loans to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein (including the recitals hereof) without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those U.S. Federal Trademarks 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 Liabilities 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, misappropriation, dilution, violation or other impairment thereof.

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

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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, each 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,

TOWNSQUARE INTERACTIVE, LLC
TOWNSQUARE COMMERCE LLC
TOWNSQUARE MEDIA TRENTON, LLC
TOWNSQUARE NEXT, LLC
TOWNSQUARE LIVE EVENTS, LLC
TOWNSQUARE MEDIA, INC.

as Grantor

By: 

Name: Christopher Kitchen
Title: Executive Vice President and
General Counsel

ACCEPTED AND AGREED
as of the date first above written:

ROYAL BANK OF CANADA
as Administrative Agent

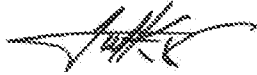
By: _____

Name:
Title:

{Signature Page to Trademark Security Agreement}

ACCEPTED AND AGREED
as of the date first above written:

ROYAL BANK OF CANADA
as Administrative Agent



By:

Name: Rodica Dutka
Title: Manager, Agency

Schedule 1

UNITED STATES TRADEMARKS:

Trademark	Application / Registration Number	Jurisdiction	Status	Registrant
Townsquare	5516889	U.S. Federal	Registered	Townsquare Media, Inc.
Townsquare Media	5516895	U.S. Federal	Registered	Townsquare Media, Inc.
Townsquare Interactive	5970596	U.S. Federal	Registered	Townsquare Interactive, LLC
Seize the Deal	3895290	U.S. Federal	Registered	Townsquare Commerce, LLC
Seize the Deal	3895241	U.S. Federal	Registered	Townsquare Commerce, LLC
The Power of the Group	3895291	U.S. Federal	Registered	Townsquare Commerce, LLC
The Power of the Group	3895242	U.S. Federal	Registered	Townsquare Commerce, LLC
Diffuser.FM	5508748	U.S. Federal	Registered	Townsquare Next, LLC
Diffuser	5508747	U.S. Federal	Registered	Townsquare Next, LLC
Steamboat Wine Festival	4574487	U.S. Federal	Declarations Accepted	Townsquare Live Events, LLC
Park City Food & Wine Classic	4574488	U.S. Federal	Declarations Accepted	Townsquare Live Events, LLC
920 The Jersey	5565814	U.S. Federal	Registered	Townsquare Media Trenton, LLC
ASK THE GOVERNOR	5561034	U.S. Federal	Registered	Townsquare Media Trenton, LLC