

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618906

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Townsquare Live Events, LLC		01/06/2021	Limited Liability Company: DELAWARE
Townsquare Interactive, LLC		01/06/2021	Limited Liability Company: DELAWARE
Townsquare Media Broadcasting, LLC		01/06/2021	Limited Liability Company: DELAWARE
Townsquare Media of Buffalo, Inc.		01/06/2021	Corporation: DELAWARE
Townsquare Media of Evansville/Owensboro, Inc.		01/06/2021	Corporation: DELAWARE
Townsquare Media of Grand Rapids, Inc.		01/06/2021	Corporation: DELAWARE
Townsquare Media of Lafayette, LLC		01/06/2021	Limited Liability Company: DELAWARE
Townsquare Media of St. Cloud, Inc.		01/06/2021	Corporation: DELAWARE
Townsquare Media of El Paso, Inc.		01/06/2021	Corporation: DELAWARE
Townsquare Media Portland, LLC		01/06/2021	Limited Liability Company: DELAWARE
Townsquare Media Portsmouth, LLC		01/06/2021	Limited Liability Company: DELAWARE
Townsquare Media Trenton, LLC		01/06/2021	Limited Liability Company: DELAWARE
Townsquare Media, Inc.		01/06/2021	Corporation: DELAWARE
Townsquare Next, LLC		01/06/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Association: UNITED STATES		

OP \$915.00 2105347

**PROPERTY NUMBERS Total: 36**

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2105347	XXL
Registration Number:	3778879	XXL
Registration Number:	3756577	XXL
Registration Number:	3756582	XXL
Registration Number:	3756583	XXL
Registration Number:	3740798	XXL
Registration Number:	3782432	NOISECREEP
Registration Number:	3022791	KING
Registration Number:	3022790	KING
Registration Number:	3778878	KING
Registration Number:	5508748	DIFFUSER.FM
Registration Number:	5508747	DIFFUSER
Registration Number:	3545510	COMICS ALLIANCE
Registration Number:	4679065	ANTENNA
Registration Number:	5516895	TOWNSQUARE MEDIA
Registration Number:	5516889	TOWNSQUARE
Registration Number:	4435221	TASTE OF COUNTRY
Registration Number:	4435223	POP CRUSH
Registration Number:	4435230	LOUDWIRE
Registration Number:	5970596	TOWNSQUARE INTERACTIVE
Registration Number:	4763704	AMERICA ON TAP
Registration Number:	4763664	INSANE INFLATABLE 5K
Registration Number:	4574488	PARK CITY FOOD & WINE CLASSIC
Registration Number:	4574487	STEAMBOAT WINE FESTIVAL
Registration Number:	4130977	THE FW
Registration Number:	1383700	WYRK
Registration Number:	4034525	TASTE OF EL PASO
Registration Number:	2161792	WHOM
Registration Number:	2158780	WJBQ
Registration Number:	1448909	WBLM
Registration Number:	1455767	WBLM
Registration Number:	1387765	WOKQ
Registration Number:	2158779	WPKQ
Registration Number:	5565814	920 THE JERSEY
Registration Number:	4213371	SOUTH JERSEY'S OWN VARIETY
Registration Number:	5561034	ASK THE GOVERNOR

**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.rodriguez@unitedcorporate.com  
**Correspondent Name:** Elaine Carrera  
**Address Line 1:** 32 Old Slip  
**Address Line 2:** C/O CAHILL GORDON & REINDEL LLP  
**Address Line 4:** NEW YORK, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/ELAINE CARRERA/
<b>DATE SIGNED:</b>	01/07/2021

**Total Attachments: 12**

source=13. TSQ - Trademark Security Agreement#page1.tif  
source=13. TSQ - Trademark Security Agreement#page2.tif  
source=13. TSQ - Trademark Security Agreement#page3.tif  
source=13. TSQ - Trademark Security Agreement#page4.tif  
source=13. TSQ - Trademark Security Agreement#page5.tif  
source=13. TSQ - Trademark Security Agreement#page6.tif  
source=13. TSQ - Trademark Security Agreement#page7.tif  
source=13. TSQ - Trademark Security Agreement#page8.tif  
source=13. TSQ - Trademark Security Agreement#page9.tif  
source=13. TSQ - Trademark Security Agreement#page10.tif  
source=13. TSQ - Trademark Security Agreement#page11.tif  
source=13. TSQ - Trademark Security Agreement#page12.tif

### 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):**

Townsquare Live Events, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) January 6, 2021

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wilmington Trust, National Association

Street Address: 1100 North Market Street

City: Wilmington

State: DE

Country: USA Zip: 19890

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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,  
32 Old Slip

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:**

36

**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

January 6, 2021  
Date

Elaine Carrera

Name of Person Signing

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

15

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 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Townsquare Interactive, LLC  
Limited Liability Company: Citizenship – USA – DE

Townsquare Media Broadcasting, LLC  
Limited Liability Company: Citizenship – USA – DE

Townsquare Media of Buffalo, Inc.  
Corporation: Citizenship – USA – DE

Townsquare Media of Evansville/Owensboro, Inc.  
Corporation: Citizenship – USA – DE

Townsquare Media of Grand Rapids, Inc.  
Corporation: Citizenship – USA – DE

Townsquare Media of Lafayette, LLC  
Limited Liability Company: Citizenship – USA – DE

Townsquare Media of St. Cloud, Inc.  
Corporation: Citizenship – USA – DE

Townsquare Media of El Paso, Inc.  
Corporation: Citizenship – USA – DE

Townsquare Media Portland, LLC  
Limited Liability Company: Citizenship – USA – DE

Townsquare Media Portsmouth, LLC  
Limited Liability Company: Citizenship – USA – DE

Townsquare Media Trenton, LLC  
Limited Liability Company: Citizenship – USA – DE

Townsquare Media, Inc.  
Corporation: Citizenship – USA – DE

Townsquare Next, LLC  
Limited Liability Company: Citizenship – USA – DE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 6, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Wilmington Trust, National Association, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of January 6, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), among the Issuer, the Secured Parties, the Collateral Agent and Wilmington Trust, National Association, in its capacity as trustee;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Collateral Agent (the “Security Agreement”), to guarantee and secure the Obligations (as defined in the Indenture) of the Issuer; and

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

NOW, THEREFORE, in consideration of the foregoing and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein (including the recitals hereof) without definition are used as defined in the 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 Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 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.      Security Agreement. The security interest granted pursuant to this Trademark Security 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 agrees that the rights and remedies of the Collateral 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. 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.

Section 7.      Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Indenture, as if such rights, privileges, immunities and indemnities were set forth herein.

[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 LIVE EVENTS, LLC**  
as Grantor

By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer

**TOWNSQUARE INTERACTIVE, LLC**  
as Grantor


By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer

**TOWNSQUARE MEDIA BROADCASTING, LLC**  
as Grantor

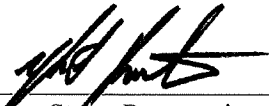
By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer



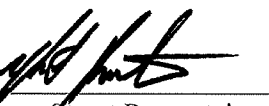
**TOWNSQUARE MEDIA OF BUFFALO, INC.**  
as Grantor

By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer

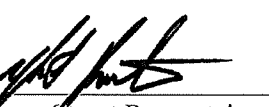
**TOWNSQUARE MEDIA OF  
EVANSVILLE/OWENSBORO, INC.**  
as Grantor

By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer


**TOWNSQUARE MEDIA OF GRAND RAPIDS,  
INC.**  
as Grantor

By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer

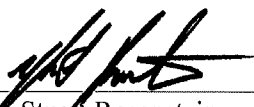
**TOWNSQUARE MEDIA OF LAFAYETTE, LLC**  
as Grantor

By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer


**TOWNSQUARE MEDIA OF ST. CLOUD, INC.**  
as Grantor

By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer

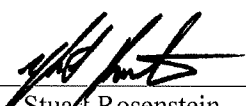
**TOWNSQUARE MEDIA OF EL PASO, INC.**  
as Grantor

By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer

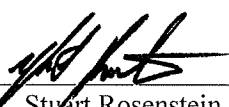
**TOWNSQUARE MEDIA PORTLAND, LLC**  
as Grantor

By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer


**TOWNSQUARE MEDIA PORTSMOUTH, LLC**  
as Grantor

By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer

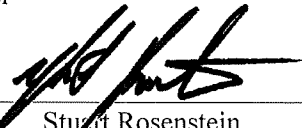
**TOWNSQUARE MEDIA TRENTON, LLC**  
as Grantor

By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer

**TOWNSQUARE MEDIA, INC.**  
as Grantor

By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer

**TOWNSQUARE NEXT, LLC.**  
as Grantor

By:   
Name: Stuart Rosenstein  
Title: Executive Vice President and Chief  
Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION  
as Collateral Agent

By: *Karen Ferry*  
Name: Karen Ferry  
Title: Vice President

Schedule 1

**UNITED STATES TRADEMARKS:**

Trademark	Application / Registration Number	Jurisdiction	Status	Owner Registrant
TOWNSQUARE INTERACTIVE	5970596	U.S. Federal	Registered	Townsquare Interactive, LLC
AMERICA ON TAP	4763704	U.S. Federal	Registered	Townsquare Live Events, LLC
INSANE INFLATABLE 5K	4763664	U.S. Federal	Registered	Townsquare Live Events, LLC
PARK CITY FOOD & WINE CLASSIC	4574488	U.S. Federal	Registered	Townsquare Live Events, LLC
STEAMBOAT WINE FESTIVAL	4574487	U.S. Federal	Registered	Townsquare Live Events, LLC
THE FW	4130977	U.S. Federal	Registered	Townsquare Media Broadcasting, LLC
WYRK	1383700	U.S. Federal	Registered	Townsquare Media of Buffalo, Inc. Townsquare Media Of Evansville/Owensboro, Inc. Townsquare Media Of Grand Rapids, Inc. Townsquare Media Of Lafayette, LLC Townsquare Media Of St. Cloud, Inc.
TASTE OF EL PASO	4034525	U.S. Federal	Registered	Townsquare Media of El Paso, Inc.
WHOM *	2161792	U.S. Federal	Registered	Townsquare Media Portland LLC
W/BQ *	2158780	U.S. Federal	Registered	Townsquare Media Portland LLC
WBLM *	1448909	U.S. Federal	Registered	Townsquare Media Portsmouth LLC
WBLM W/ BLIMP DESIGN *	1455767	U.S. Federal	Registered	Townsquare Media Portsmouth LLC
WOKQ *	1387765	U.S. Federal	Registered	Townsquare Media Portsmouth LLC
WPKQ *	2158779	U.S. Federal	Registered	Townsquare Media Portsmouth 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
SOUTH JERSEY'S OWN VARIETY	4213371	U.S. Federal	Registered	Townsquare Media Trenton, LLC

Trademark	Application / Registration Number	Jurisdiction	Status	Owner Registrant
LOUDWIRE	4435230	U.S. Federal	Registered	Townsquare Media, Inc.
POP CRUSH	4435223	U.S. Federal	Registered	Townsquare Media, Inc.
TASTE OF COUNTRY	4435221	U.S. Federal	Registered	Townsquare Media, Inc.
TOWNSQUARE	5516889	U.S. Federal	Registered	Townsquare Media, Inc.
TOWNSQUARE MEDIA	5516895	U.S. Federal	Registered	Townsquare Media, Inc.
ANTENNA	4679065	U.S. Federal	Registered	Townsquare Next, LLC
COMICS ALLIANCE	3545510	U.S. Federal	Registered (Supplemental)	Townsquare Next, LLC
DIFFUSER	5508747	U.S. Federal	Registered	Townsquare Next, LLC
DIFFUSER.FM	5508748	U.S. Federal	Registered	Townsquare Next, LLC
KING	3778878	U.S. Federal	Registered	Townsquare Next, LLC
KING	3022790	U.S. Federal	Registered	Townsquare Next, LLC
KING	3022791	U.S. Federal	Registered	Townsquare Next, LLC
NOISECREEP	3782432	U.S. Federal	Registered	Townsquare Next, LLC
XXL	3740798	U.S. Federal	Registered	Townsquare Next, LLC
XXL	3756583	U.S. Federal	Registered	Townsquare Next, LLC
XXL	3756582	U.S. Federal	Registered	Townsquare Next, LLC
XXL	3756577	U.S. Federal	Registered	Townsquare Next, LLC

Trademark	Application / Registration Number	Jurisdiction	Status	Owner Registrant
XXL	3778879	U.S. Federal	Registered	Townsquare Next, LLC
XXL	2105347	U.S. Federal	Registered	Townsquare Next, LLC

**TRADEMARK**

**REEL: 007147 FRAME: 0450**

**RECORDED: 01/07/2021**