

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Urban One, Inc.		02/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	1600 JFK Boulevard		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5137889	ONE VIP	
Registration Number:	4672417	ZYDECO MEETS THE BLUES	
Registration Number:	4916706	BOOM	
Registration Number:	5277064	BOOM BASH	
Registration Number:	3732472	BOOM FM	
Registration Number:	3477163	DIVERSITY ONE	
Registration Number:	4414398	DURTTY BOYZ	
Registration Number:	4843592	ELEV8	
Registration Number:	3680761	HELLO BEAUTIFUL	
Registration Number:	3768155	INTERACTIVE ONE	
Registration Number:	4672416	OLD SCHOOL 94.5 PRESENTS ZYDECO MEETS TH	
Registration Number:	4660254	RADIO NOW	
Registration Number:	4672418	RADIO ONE	
Registration Number:	2876047	RADIO ONE	
Registration Number:	6120286	SECURE THE BAG	
Registration Number:	1946654	STONE SOUL PICNIC	
Registration Number:	3349320	THE BOX	
Registration Number:	5734429	THE FAM IN THE MORNING	
Registration Number:	6020463	THE MORNING HUSTLE	

OP \$665.00 5137889

Property Type	Number	Word Mark
Registration Number:	2668830	UNITY THROUGH MUSIC
Registration Number:	5381201	URBAN ONE
Registration Number:	5852908	URBAN ONE HONORS
Registration Number:	2642154	WKYS
Registration Number:	3440209	WTLC
Registration Number:	4617626	YOUR LIFE MATTERS
Serial Number:	90158213	LOVE AND R&B

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	042525-0261
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	02/19/2021

Total Attachments: 9

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

February 19, 2021

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Urban One, Inc., a Delaware corporation with principal offices at 1010 Wayne Avenue, 14th Floor, Silver Spring, Maryland 20910 (the "Grantor"), hereby grants to BANK OF AMERICA, N.A., as Collateral Agent, with an office at Four Penn Center, 1600 JFK Boulevard, Philadelphia, PA 19103 (the "Grantee"), a continuing security interest in all of the following that constitute Collateral (as such term is defined in the Security Agreement referred to below) (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, service marks, trade names, trade dress, logos, designs, fictitious business names and other business identifiers, and the registrations and applications for registrations thereof set forth on Schedule A attached hereto (the "Marks"), (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, including without limitation, all license fees, royalties, income, payments and all proceeds of suit, (iii) the goodwill connected with the use of the Marks and symbolized thereby, and (iv) all causes of action arising prior to or after the date hereof for infringement, dilution or other violations of any of the Marks or unfair competition regarding the same ((i) through (iv), collectively, the "Trademark Collateral"). Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any intent-to-use trademark application prior to the filing and acceptance of a "verified statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein or Lien thereon would impair the validity or enforceability, or result in the voiding, of such "intent to use" trademark application or any registration issuing therefrom.

THIS GRANT is made to secure the payment of all the Obligations (as such term is defined in the Security Agreement referred to below) of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of February 19, 2021 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Trademark Collateral shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS

PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACKS PERSONAL JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS FOR NOTICES AS PROVIDED IN SECTION 9.1 OF THE SECURITY AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE THIRTY (30) DAYS AFTER SUCH MAILING. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER CREDIT DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF (i) ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR (ii) THE GRANTEE UNDER THIS AGREEMENT TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE GRANTOR IN ANY OTHER JURISDICTION.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first set forth above.

URBAN ONE, INC., Grantor

By 
Name: Peter D. Thompson
Title: Executive Vice President

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

By 
Name: Mick Chow
Title: Authorized Signatory

SCHEDULE A

<u>Mark</u>	<u>Jurisdiction</u>	<u>Filing Date/ Reg. Date</u>	<u>Appl. No./ Reg. No.</u>	<u>Current Owner of Record</u>
ONE VIP	United States of America	F: 11 Mar 2014 R: 07 Feb 2017	AN: 86/217887 RN: 5137889	Urban One, Inc.
URBAN ONE TELEVISION NETWORKS	United States of America	F: 15 Apr 2019	AN: 88/385460 (ITU)	Urban One, Inc
URBAN ONE TV NETWORKS	United States of America	F: 15 Apr 2019	AN: 88/385463 (ITU)	Urban One, Inc
WRNB PHILLY CHILL	United States of America	F: 31 May 2019	AN: 88/455166 (ITU)	Urban One, Inc
ZAANG	United States of America	F: 22 Mar 2019	AN: 88/352945 (ITU)	Urban One, Inc
ZYDECO MEETS THE BLUES	United States of America	F: 22 Apr 2013 R: 13 Jan 2015	AN: 85/911063 RN: 4672417	Urban One, Inc
70 MILLION MEN AND WOMEN MARCH: TO VOTE	United States of America	F: 20 Jul 2020	AN: 90/061963 (ITU)	Urban One, Inc.
BOOM	United States of America	F: 03 Oct 2014 R: 15 Mar 2016	AN: 86/413893 RN: 4916706	Urban One, Inc.
BOOM BASH	United States of America	F: 03 Nov 2015 R: 29 Aug 2017	AN: 86/808370 RN: 5277064	Urban One, Inc.
BOOM FM	United States of America	F: 06 Oct 2008 R: 29 Dec 2009	AN: 77/586013 RN: 3732472	Urban One, Inc.
DIVERSITY ONE	United States of America	F: 18 Jun 2007 R: 29 Jul 2008	AN: 76/678384 RN: 3477163	Urban One, Inc.

DURTTY BOYZ (Stylized & Design)	United States of America	F: 01 Mar 2013 R: 08 Oct 2013	AN: 85/863781 RN: 4414398	Urban One, Inc.
ELEV8	United States of America	F: 26 Oct 2012 R: 03 Nov 2015	AN: 85/765039 RN: 4843592	Urban One, Inc.
ENGAGING BLACK AMERICA	United States of America	F: 17 Apr 2019	AN: 88/389270 (ITU)	Urban One, Inc.
HELLO BEAUTIFUL	United States of America	F: 06 Mar 2008 R: 08 Sep 2009	AN: 77/415350 RN: 3680761	Urban One, Inc.
INTERACTIVE ONE	United States of America	F: 18 Mar 2008 R: 30 Mar 2010	AN: 77/425282 RN: 3768155	Urban One, Inc.
LOVE and R&B	United States of America	F: 03 Sep 2020	AN: 90/158213	Urban One, Inc.
OLD SCHOOL 94.5 PRESENTS ZYDECO MEETS THE BLUES and Design	United States of America	F: 22 Apr, 2013 R: 13 Jan, 2015	AN: 85911016 RN: 4672416	Urban One, Inc.
OUR MOUTHS MAY BE COVERED, BUT WE WILL NOT BE SILENCED	United States of America	F: 20 Jul 2020	AN: 90/062053 (ITU)	Urban One, Inc.
PHILLY CHILL LIVE	United States of America	F: 31 May 2019	AN: 88/455161 (ITU)	Urban One, Inc.
RADIO NOW	United States of America	F: 11 Mar 2013 R: 23 Dec 2014	AN: 85/873173 RN: 4660254	Urban One, Inc.
RADIO ONE	United States of America	F: 22 Apr 2013 R: 13 Jan 2015	AN: 85/911239 RN: 4672418	Urban One, Inc.
RADIO ONE	United States of America	F: 14 Feb 2002 R: 24 Aug 2004	AN: 76/371000 RN: 2876047	Urban One, Inc.
SECURE THE BAG	United States of America	F: 12 Jul 2019 R: 04 Aug 2020	AN: 88/511294 RN: 6120286	Urban One, Inc.

STONE SOUL PICNIC	United States of America	F: 07 Dec 1994 R: 09 Jan 1996	AN: 74/608154 RN: 1946654	Urban One, Inc.
THE BOX	United States of America	F: 22 Apr 2004 R: 04 Dec 2007	AN: 78/406138 RN: 3349320	Urban One, Inc.
THE FAM IN THE MORNING	United States of America	F: 06 Mar 2017 R: 23 Apr 2019	AN: 87/359458 RN: 5734429	Urban One, Inc.
THE MORNING HUSTLE	United States of America	F: 23 May 2019 R: 24 Mar 2020	AN: 88/444181 RN: 6020463	Urban One, Inc.
U 1 (Stylized)	United States of America	F: 17 May 2017	AN: 87/452960 (ITU)	Urban One, Inc.
U1 URBAN ONE & Design	United States of America	F: 14 Feb 2017	AN: 87/334988 (ITU)	Urban One, Inc.
UNITY THROUGH MUSIC	United States of America	F: 14 Feb 2002 R: 31 Dec 2002	AN: 76/371192 RN: 2668830	Urban One, Inc.
URBAN ONE	United States of America	F: 29 Jan 2016 R: 16 Jan 2018	AN: 86/891765 RN: 5381201	Urban One, Inc.
URBAN ONE HONORS	United States of America	F: 19 Jun 2018 R: 03 Sep 2019	AN: 88/005468 RN: 5852908	Urban One, Inc.
URBAN1STOCK	United States of America	F: 29 Aug 2018	AN: 88/097597 (ITU)	Urban One, Inc.
URBANSTOCK	United States of America	F: 29 Aug 2018	AN: 88/097588 (ITU)	Urban One, Inc.
WKYS	United States of America	F: 06 Jun 2001 R: 29 Oct 2002	AN: 76/267039 RN: 2642154	Urban One, Inc.

WTLC	United States of America	F: 02 Oct 2007 R: 03 Jun 2008	AN: 77/293774 RN: 3440209	Urban One, Inc.
YOUR LIFE MATTERS	United States of America	F: 20 Mar 2014 R: 07 Oct 2014	AN: 86/227417 RN: 4617626	Urban One, Inc.