

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM633089

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900594671

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEASLEY MEZZANINE HOLDINGS, LLC		02/02/2021	Limited Liability Company: DELAWARE
Beasley Broadcast Group, Inc.		02/02/2021	Corporation: DELAWARE
Beasley Media Group, LLC		02/02/2021	Limited Liability Company: DELAWARE
Beasley Media Group Licenses, LLC		02/02/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	1601405	B
Registration Number:	2611856	EXCEPTIONAL WOMEN
Registration Number:	1378464	WMJX
Registration Number:	4124158	AD TOURNAMENT
Registration Number:	4124157	ADTOURNAMENT
Registration Number:	5345807	AO
Registration Number:	5460947	ARTIST ORIGINALS
Registration Number:	4430259	ATHLETE ORIGINALS
Registration Number:	5326212	ATHLETE ORIGINALS
Registration Number:	5901696	BEASLEY ANALYTICS
Registration Number:	5794590	BEASLEY XP
Registration Number:	5968597	BPOD STUDIO
Registration Number:	5444911	BY ARTISTS FOR THE FANS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4726801	BY ATHLETES FOR THE FANS
Registration Number:	5779972	CHECKPOINT XP
Registration Number:	5981586	CHECKPOINTXP
Registration Number:	2517162	WBAV
Registration Number:	2326615	WNKS
Registration Number:	2522322	WPEG
Registration Number:	2517173	WLLD
Registration Number:	4351804	CONFESSIONS AT 7
Registration Number:	5284991	WKQC
Registration Number:	2517172	WYUU
Registration Number:	3182288	BEN FM
Registration Number:	2524613	BIG SCREEN WEATHER
Registration Number:	4529680	DAVE & CHUCK THE FREAK
Registration Number:	4342197	FEEL GOOD FRIDAY
Registration Number:	4018918	GOTTS
Registration Number:	4583400	IT'S FRIDAY BITCHES!
Registration Number:	2634013	JERSEY JAM
Registration Number:	2046844	JERSEY'S ROCK RADIO
Registration Number:	1542928	MAGIC MUSIC
Registration Number:	2796742	MILE OF MEET
Registration Number:	6256917	RESIDENT LOCAL RLO
Registration Number:	2149314	THE RAT ROCKS
Registration Number:	2065213	THE ROCK OF NEW JERSEY
Registration Number:	5994548	THE SPORTS HUB
Registration Number:	4186597	WBOS
Registration Number:	1610130	WCSX
Registration Number:	1375099	WCTC
Registration Number:	4186592	WDHA
Registration Number:	4186598	WJRZ
Registration Number:	1376313	WMGK
Registration Number:	1375105	WMGQ
Registration Number:	3480398	WMMR
Registration Number:	1375104	WPEN
Registration Number:	4213236	WRAT
Registration Number:	2491913	WRAT 95.9 RATFEST
Registration Number:	2130765	WRAT 95.9 THE RAT ROCKS!
Registration Number:	3480400	WRIF
Registration Number:	2135752	WROR

Property Type	Number	Word Mark
Registration Number:	3267312	WSFL
Registration Number:	2730925	CLASSICAL CARTOON FESTIVAL
Registration Number:	1374235	WCRB
Serial Number:	90382882	99.5 QYK
Serial Number:	90382909	WQYK
Serial Number:	90382926	WRATFEST

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
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:	1322981 TM IPSA
NAME OF SUBMITTER:	TALIA SCOTT
SIGNATURE:	/TALIA SCOTT/
DATE SIGNED:	03/19/2021

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), dated February 2, 2021, is among Beasley Mezzanine Holdings, LLC, a Delaware limited liability company, Beasley Broadcast Group, Inc., a Delaware corporation, Beasley Media Group, LLC, a Delaware limited liability company, Beasley Media Group Licenses, LLC, a Delaware limited liability company (each, collectively with any applicable predecessor entity, including those identified on Schedule A hereto, a “Grantor”) and Wilmington Trust, National Association, in its capacity as collateral agent (in such capacity, the “Notes Collateral Agent”) for the Notes Secured Parties (as defined in the Security Agreement referred to below).

Reference is made to (i) the Indenture, dated as of February 2, 2021 (as it may hereafter be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time) among BEASLEY MEZZANINE HOLDINGS, LLC, a Delaware limited liability company (the “Issuer”), BEASLEY BROADCAST GROUP, INC., a Delaware corporation (“Holdings”), the Notes Collateral Agent, WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee, and the other Grantors party thereto and (ii) the Security Agreement, dated February 2, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Notes Collateral Agent. Capitalized terms defined in the Indenture or the Security Agreement and not otherwise defined herein are used herein as defined in the Indenture or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed thereunder to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Notes Collateral Agent (and its successors and permitted assigns), for the benefit of the Notes Secured Parties, and each Grantor hereby grants to the Notes Collateral Agent (and its successors and permitted assigns), for the benefit of the Notes Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) all trademarks, trademark applications and service marks including, but not limited to, those set forth in Schedule A hereto, domain names, trade dress, logos, designs slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications 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, to the extent that, and during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

(ii) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration set forth in Schedule A hereto, together with all extensions and renewals of any of the foregoing;

(iii) all rights in the foregoing corresponding thereto throughout the world;

(iv) all agreements granting to such Grantor, or pursuant to which such Grantor grants to any other Person rights in any of the foregoing ("IP Agreements");

(v) any and all claims for damages for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Notes Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Notes Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc. (a) THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE NOTES COLLATERAL AGENT OR ANY OTHER NOTES SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 13.01 OF THE INDENTURE. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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

IN WITNESS WHEREOF, each Grantor and the Notes Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BEASLEY MEZZANINE HOLDINGS, LLC

By: Caroline Beasley
Name: Caroline Beasley
Title: Chief Executive Officer

BEASLEY BROADCAST GROUP, INC.

By: Caroline Beasley
Name: Caroline Beasley
Title: Chief Executive Officer

BEASLEY MEDIA GROUP, LLC

By: Caroline Beasley
Name: Caroline Beasley
Title: Chief Executive Officer

BEASLEY MEDIA GROUP LICENSES, LLC

By: Caroline Beasley
Name: Caroline Beasley
Title: Chief Executive Officer





[Signature Page to Trademark Security Agreement]

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Notes Collateral Agent


By: Sarah Vilhauer
Name: Sarah Vilhauer
Title: Banking Officer

SCHEDULE A

Trademarks

Registered Owner	Mark	Registration/ Application Number
Beasley Broadcast Group, Inc.	The letter "b" stylized 	1601405
Beasley Media Group, Inc.	EXCEPTIONAL WOMEN	2611856
Beasley Media Group, Inc.	WMJX	1378464
Beasley Media Group, LLC	AD TOURNAMENT & Design 	4124158
Beasley Media Group, LLC	ADTOURNAMENT	4124157
Beasley Media Group, LLC	AO & Design 	5345807
Beasley Media Group, LLC	ARTIST ORIGINALS	5460947
Beasley Media Group, LLC	ATHLETE ORIGINALS	4430259
Beasley Media Group, LLC	ATHLETE ORIGINALS	5326212
Beasley Media Group, LLC	BEASLEY ANALYTICS	5901696
Beasley Media Group, LLC	BEASLEY XP	5794590
Beasley Media Group, LLC	BPOD STUDIO	5968597
Beasley Media Group, LLC	BY ARTISTS FOR THE FANS	5444911
Beasley Media Group, LLC	BY ATHLETES FOR THE FANS	4726801
Beasley Media Group, LLC	CHECKPOINT XP	5779972
Beasley Media Group, LLC	CHECKPOINTXP & Design 	5981586
Beasley Media Group, LLC	WBAV	2517162
Beasley Media Group, LLC	WNKS	2326615
Beasley Media Group, LLC	WPEG	2522322
Beasley Media Group, LLC	WLLD	2517173
Beasley Media Group, LLC	CONFESSIONS AT 7	4351804
Beasley Media Group, LLC	WKQC	5284991
Beasley Media Group, LLC	WYUU	2517172
Beasley Media Group, LLC	BEN FM	3182288
Beasley Media Group, LLC	BIG SCREEN WEATHER	2524613
Beasley Media Group, LLC	DAVE & CHUCK THE FREAK	4529680

[Schedule to Trademark Security Agreement]

Beasley Media Group, LLC	FEEL GOOD FRIDAY	4342197
Beasley Media Group, LLC	GOTTS	4018918
Beasley Media Group, LLC	IT'S FRIDAY BITCHES!	4583400
Beasley Media Group, LLC	JERSEY JAM	2634013
Beasley Media Group, LLC	JERSEY'S ROCK RADIO	2046844
Beasley Media Group, LLC	MAGIC MUSIC	1542928
Beasley Media Group, LLC	MILE OF MEET	2796742
Beasley Media Group, LLC	RESIDENT LOCAL RLO	6256917
Beasley Media Group, LLC	THE RAT ROCKS	2149314
Beasley Media Group, LLC	THE ROCK OF NEW JERSEY	2065213
Beasley Media Group, LLC	THE SPORTS HUB	5994548
Beasley Media Group, LLC	WBOS	4186597
Beasley Media Group, LLC	WCSX	1610130
Beasley Media Group, LLC	WCTC	1375099
Beasley Media Group, LLC	WDHA	4186592
Beasley Media Group, LLC	WJRZ	4186598
Beasley Media Group, LLC	WMGK	1376313
Beasley Media Group, LLC	WMGQ	1375105
Beasley Media Group, LLC	WMMR	3480398
Beasley Media Group, LLC	WPEN	1375104
Beasley Media Group, LLC	WRAT	4213236
Beasley Media Group, LLC	WRAT 95.9 RATFEST	2491913
Beasley Media Group, LLC	WRAT 95.9 THE RAT ROCKS! (words and Delaware sign) 	2130765
Beasley Media Group, LLC	WRIF	3480400
Beasley Media Group, LLC	WROR	2135752
Beasley Media Group, LLC	99.5 QYK	App. Ser. No. 90382882
Beasley Media Group, LLC	WQYK	App. Ser. No. 90382909
Beasley Media Group, LLC	WRATFEST	App. Ser. No. 90382926
Beasley Mezzanine Holdings, LLC	WSFL	3267312
Charles River Broadcasting Company	CLASSICAL CARTOON FESTIVAL	2730925
Charles River Broadcasting Company	WCRB	1374235

[Schedule to Trademark Security Agreement]

[[5566373]]

RECORDED: 02/02/2021

TRADEMARK
REEL: 007225 FRAME: 0945