

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VoxNest, Inc.		05/05/2021	Corporation: DELAWARE
Unified Enterprises Corp.		05/05/2021	Corporation: DELAWARE
Jelli, Inc.		05/05/2021	Corporation: DELAWARE
Spreaker, Inc.		05/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 North Tryon, 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: 12			
Property Type	Number	Word Mark	
Registration Number:	4644944	SPREAKER	
Registration Number:	6230423	BLOG TALK RADIO	
Registration Number:	4863744	UNIFIED SOCIAL	
Registration Number:	5187867	DATA, TOGETHER	
Registration Number:	4845397	JELLI	
Registration Number:	4919787	RADIO SPOT	
Registration Number:	4845393	SPOTPLAN	
Registration Number:	4845382	RADIODASH	
Registration Number:	4850413		
Registration Number:	6304070	SPREAKER	
Serial Number:	88807742	VOXNEST	
Serial Number:	88807756	PROFOUND AUDIO	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1369106 TM
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	05/06/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 5, 2021 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 parties to Supplement No. 1 to the Security Agreement dated as of May 19, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors have executed and delivered this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans, and as consideration for Loans previously made under the Credit Agreement, if any, the Grantors hereby agree 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. The Grantors hereby grant 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 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge 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 Trademark Security 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 the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security 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 Trademark Security Agreement by signing and delivering one or more counterparts.


[Signature pages follow.]

UNIFIED ENTERPRISES CORP., a Delaware corporation

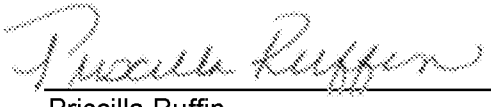
VOXNEST, INC., a Delaware corporation

SPREAKER, INC., a Delaware corporation

JELLI, INC., a Delaware corporation

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

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

By: 
Name: Priscilla Ruffin
Title: AVP

[Signature Page to Trademark Security Agreement]

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
VoxNest, Inc.	4644944	SPREAKER
VoxNest, Inc.	6230423	BLOG TALK RADIO
Unified Enterprises Corp.	4863744	UNIFIED SOCIAL
Unified Enterprises Corp.	5187867	DATA, TOGETHER
Jelli, Inc.	4845397	JELLI
Jelli, Inc.	4919787	RADIO SPOT
Jelli, Inc.	4845393	SPOTPLAN
Jelli, Inc.	4845382	RADIODASH
Jelli, Inc.	4850413	MISCELLANEOUS DESIGN (ROCKET SHIP)
Spreaker, Inc.	6304070	SPREAKER

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
VoxNest, Inc.	88807742	VOXNEST
VoxNest, Inc.	88807756	PROFOUND AUDIO