

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673694

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|----------------------------|
| SALEM MEDIA GROUP, INC. | | 09/10/2021 | Corporation: |
| SALEM COMMUNICATIONS HOLDING CORPORATION | | 09/10/2021 | Corporation: |
| SCA LICENSE CORPORATION | | 09/10/2021 | Corporation: |
| SALEM MEDIA OF NEW YORK, LLC | | 09/10/2021 | Limited Liability Company: |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | U.S. BANK NATIONAL ASSOCIATION |
| Street Address: | 633 W. FIFTH STREET, 24TH FLR |
| Internal Address: | GLOBAL CORPORATE TRUST SERVICES, ATTN LAUREN COSTALES |
| City: | LOS ANGELES |
| State/Country: | CALIFORNIA |
| Postal Code: | 90071 |
| Entity Type: | National Banking Association: CALIFORNIA |

PROPERTY NUMBERS Total: 77

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------|
| Registration Number: | 5714719 | HOT AIR |
| Registration Number: | 5063075 | INTELLIGENCE REPORT |
| Registration Number: | 2569476 | THE FISH |
| Registration Number: | 2616697 | THE FISH 95.9 FM |
| Registration Number: | 1198671 | FORECASTS & STRATEGIES |
| Registration Number: | 2351187 | CONSERVATIVE LEADERSHIP SERIES |
| Registration Number: | 2527818 | LIFELINE PRESS |
| Registration Number: | 2583356 | S |
| Registration Number: | 2726199 | FORECASTS & STRATEGIES |
| Registration Number: | 2736979 | CROSSWALK.COM |
| Registration Number: | 2805120 | CROSSWALK |
| Registration Number: | 2856493 | DOUG FABIAN'S SUCCESSFUL INVESTING |
| Registration Number: | 3382286 | CELEBRATE FREEDOM |

CH \$1940.00 5714719

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------|
| Registration Number: | 3396955 | KFSH |
| Registration Number: | 3396982 | KFAX |
| Registration Number: | 3396984 | KFIS |
| Registration Number: | 3396987 | KKFS |
| Registration Number: | 3396999 | KGU |
| Registration Number: | 3397001 | KKLA |
| Registration Number: | 3397026 | KRLA |
| Registration Number: | 4098084 | HIGH-INCOME ALERT |
| Registration Number: | 4188879 | REDSTATE |
| Registration Number: | 4470854 | THE WORD IN PRAISE |
| Registration Number: | 4599766 | TODAY'S CHRISTIAN MUSIC |
| Registration Number: | 4643211 | FAMILY TALK |
| Registration Number: | 4667592 | THE ANSWER |
| Registration Number: | 4675160 | RADIO LUZ |
| Registration Number: | 4793162 | REGNERY |
| Registration Number: | 4793163 | LITTLE PATRIOT PRESS |
| Registration Number: | 5661549 | MUSIC THAT LIFTS YOU UP |
| Registration Number: | 5661568 | THAT'S MY STATION! |
| Registration Number: | 5666806 | SAFE FOR THE WHOLE FAMILY |
| Registration Number: | 5666808 | FISHFEST |
| Registration Number: | 5666815 | NIGHT LIGHT |
| Registration Number: | 5686279 | YOUR LIFE...INSPIRED |
| Registration Number: | 5686286 | ONEPLACE |
| Registration Number: | 5703311 | CROSSCARDS |
| Registration Number: | 5721664 | SERMONSPICE |
| Registration Number: | 5722251 | KLTY |
| Registration Number: | 5722252 | WAVA |
| Registration Number: | 5722253 | WMCA |
| Registration Number: | 5751019 | WFSH |
| Registration Number: | 5751025 | WIND |
| Registration Number: | 5751029 | KWRD |
| Registration Number: | 5751057 | KSKY |
| Registration Number: | 5751061 | WYLL |
| Registration Number: | 5751317 | WORD |
| Registration Number: | 5751318 | KPDQ |
| Registration Number: | 5751319 | KKHT |
| Registration Number: | 5751322 | KGNW |
| Registration Number: | 5768767 | WFHM |

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------|
| Registration Number: | 5769689 | KNUS |
| Registration Number: | 5769691 | WEZE |
| Registration Number: | 5769692 | KRYP |
| Registration Number: | 5882032 | BELIEVERS BUSINESS LEAGUE |
| Registration Number: | 5888735 | WFIL |
| Registration Number: | 6367611 | SALEM MEDIA GROUP |
| Registration Number: | 6367631 | SALEM MEDIA GROUP |
| Registration Number: | 6405368 | SERMONSEARCH |
| Registration Number: | 6414236 | LOVE HAPPENS HERE |
| Registration Number: | 5882101 | SALEM RADIO NETWORK |
| Registration Number: | 5888383 | SRN |
| Registration Number: | 3191433 | PAJAMAS |
| Registration Number: | 3347556 | PAJAMASMEDIA |
| Registration Number: | 3799257 | SHIFT WORSHIP |
| Registration Number: | 4022953 | GOD TUBE |
| Registration Number: | 4189823 | PJ MEDIA |
| Registration Number: | 4356547 | GODTUBE |
| Registration Number: | 4536660 | TEACHERTUBE |
| Registration Number: | 4706370 | TWITCHY |
| Registration Number: | 4760214 | NEXT GENERATION STARTUPS |
| Registration Number: | 4762271 | TOWNHALL.COM |
| Registration Number: | 4855264 | NEXT GEN STARTUPS |
| Registration Number: | 5850152 | PJ MEDIA |
| Serial Number: | 88837753 | SALEM SURROUND |
| Serial Number: | 88837880 | SALEM SURROUND |
| Serial Number: | 90532990 | LA PATRONA |

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.

Email: IPROSECUTION@ORRICK.COM, MMARSH@ORRICK.COM

Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE, LLP

Address Line 1: 2050 MAIN ST., SUITE 1100

Address Line 2: IP PROSECUTION DEPT

Address Line 4: IRVINE, CALIFORNIA 34313

NAME OF SUBMITTER: Michelle M. Marsh

SIGNATURE: /Michelle M. Marsh/

DATE SIGNED: 09/10/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 10th day of September, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **U.S. BANK NATIONAL ASSOCIATION**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, reference is made to that certain Indenture dated as of September 10, 2021 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the “Indenture”), by and among Salem Media Group, Inc., as issuer (the “Issuer”), the Guarantors (as defined in the Indenture) party thereto, U.S. Bank National Association, as trustee (in such capacity and not in its individual capacity, the “Trustee”) and the Collateral Agent;

WHEREAS, the Issuer and the Grantors have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of September 10, 2021 (together with all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- a. all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I (except that that any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law shall not be considered Trademark Collateral; provided, that upon submission

and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral);

- b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- c. all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Notes Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the

same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 28 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

8. U.S. Bank National Association is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent under the Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Indenture as if such rights, privileges and immunities were set forth herein

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

SALEM MEDIA GROUP, INC.
as a Guarantor

By: Christopher Henderson
Name: Christopher J. Henderson
Title: Executive Vice President, Legal and Human Resources, General Counsel and Board Secretary

EAGLE PRODUCTS, LLC
NEW AGGREGATOR, LLC
SALEM NEWS CHANNEL, LLC
as a Guarantor

By: SALEM COMMUNICATIONS HOLDING CORPORATION,
as Managing Member

By: Christopher Henderson
Name: Christopher J. Henderson
Title: Executive Vice President, Legal and Human Resources, General Counsel and Board Secretary

INSPIRATION MEDIA OF TEXAS, LLC
SALEM MEDIA OF ILLINOIS, LLC
SALEM MEDIA OF MASSACHUSETTS, LLC
SALEM RADIO OPERATIONS, LLC
SALEM SATELLITE MEDIA, LLC
SALEM WEB NETWORK, LLC
SCA-PALO ALTO, LLC
as Guarantors

By: SCA LICENSE CORPORATION
as Managing Member

By: Christopher Henderson
Name: Christopher J. Henderson
Title: Executive Vice President, Legal and Human Resources, General Counsel and Board Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007418 FRAME: 0338

SALEM MEDIA OF NEW YORK, LLC

BY: SALEM RADIO OPERATIONS, LLC,
ITS MANAGER

By: Christopher Henderson

Name: Christopher J. Henderson

Title: Executive Vice President, Legal and Human Resources,
General Counsel and Board Secretary

AIR HOT, INC.

BISON MEDIA, INC.

INSPIRATION MEDIA, INC.

NEW INSPIRATION BROADCASTING COMPANY, INC.

NI ACQUISITION CORP.

REACH SATELLITE NETWORK, INC.

SALEM CONSUMER PRODUCTS, INC.

SALEM COMMUNICATIONS HOLDING CORPORATION

SALEM MEDIA OF COLORADO, INC.

SALEM MEDIA OF HAWAII, INC.

SALEM MEDIA OF OHIO, INC.

SALEM MEDIA OF OREGON, INC.

SALEM MEDIA OF TEXAS, INC.

SALEM MEDIA REPRESENTATIVES, INC.

SALEM RADIO NETWORK INCORPORATED

SALEM RADIO PROPERTIES, INC.

SCA LICENSE CORPORATION

SRN NEWS NETWORK, INC.

SRN STORE, INC.

as Guarantors

By: Christopher Henderson

Name: Christopher J. Henderson

Title: Executive Vice President, Legal and Human
Resources, General Counsel and Board Secretary

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY

**U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent**

By:  _____

Name: Lauren Costales

Title: Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007418 FRAME: 0340**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Grantor | Country | Mark | Application/ Registration No. |
|--|--------------------|--|--|
| Air Hot, Inc. | United States | HOT AIR | 5714719 |
| Eagle Products, LLC | United States | INTELLIGENCE REPORT | 5063075 |
| New Inspiration Broadcasting Company, Inc. | United States | THE FISH | 2569476 |
| New Inspiration Broadcasting Company, Inc. | United States | THE FISH 95.9 FM (Design mark) | 2616697 |
| SCA License Corporation | State of Minnesota | THE PATRIOT (Special mark) | 32371 |
| Salem Communications Holding Corporation | United States | FORECASTS & STRATEGIES (Design plus words) | 1198671 |
| Salem Communications Holding Corporation | United States | CONSERVATIVES LEADERSHIP SERIES | 2351187 |
| Salem Communications Holding Corporation | United States | LIFELINE PRESS | 2527818 |
| Salem Communications Holding Corporation | United States | S (Design mark) | 2583356 |
| Salem Communications Holding Corporation | United States | FORECASTS & STRATEGIES | 2726199 |
| Salem Communications Holding Corporation | United States | CROSSWALK.COM | 2736979 |
| Salem Communications Holding Corporation | United States | CROSSWALK | 2805120 |
| Salem Communications Holding Corporation | United States | DOUG FABIAN'S SUCCESSFUL INVESTING | 2856493 |
| Salem Communications Holding Corporation | United States | CELEBRATE FREEDOM | 3382286 |
| Salem Communications Holding Corporation | United States | KFSH | 3396955 |
| Salem Communications Holding Corporation | United States | KFAX | 3396982 |
| Salem Communications Holding Corporation | United States | KFIS | 3396984 |
| Salem Communications Holding Corporation | United States | KKFS | 3396987 |
| Salem Communications Holding Corporation | United States | KGU | 3396999 |
| Salem Communications Holding Corporation | United States | KKLA | 3397001 |

| Grantor | Country | Mark | Application/ Registration No. |
|--|----------------|---------------------------|--|
| Salem Communications Holding Corporation | United States | KRLA | 3397026 |
| Salem Communications Holding Corporation | United States | HIGH-INCOME ALERT | 4098084 |
| Salem Communications Holding Corporation | United States | REDSTATE | 4188879 |
| Salem Communications Holding Corporation | United States | THE WORD IN PRAISE | 4470854 |
| Salem Communications Holding Corporation | United States | TODAY'S CHRISTIAN MUSIC | 4599766 |
| Salem Communications Holding Corporation | United States | FAMILY TALK | 4643211 |
| Salem Communications Holding Corporation | United States | THE ANSWER | 4667592 |
| Salem Communications Holding Corporation | United States | RADIO LUZ | 4675160 |
| Salem Communications Holding Corporation | United States | REGNERY | 4793162 |
| Salem Communications Holding Corporation | United States | LITTLE PATRIOT PRESS | 4793163 |
| Salem Communications Holding Corporation | United States | MUSIC THAT LIFTS YOU UP | 5661549 |
| Salem Communications Holding Corporation | United States | THAT'S MY STATION! | 5661568 |
| Salem Communications Holding Corporation | United States | SAFE FOR THE WHOLE FAMILY | 5666806 |
| Salem Communications Holding Corporation | United States | FISHFEST | 5666808 |
| Salem Communications Holding Corporation | United States | NIGHT LIGHT | 5666815 |
| Salem Communications Holding Corporation | United States | YOUR LIFE...INSPIRED | 5686279 |
| Salem Communications Holding Corporation | United States | ONEPLACE | 5686286 |
| Salem Communications Holding Corporation | United States | CROSSCARDS | 5703311 |
| Salem Communications Holding Corporation | United States | SERMONSPICE | 5721664 |
| Salem Communications Holding Corporation | United States | KLTY | 5722251 |
| Salem Communications Holding Corporation | United States | WAVA | 5722252 |
| Salem Communications Holding Corporation | United States | WMCA | 5722253 |
| Salem Communications Holding Corporation | United States | WFSH | 5751019 |

| Grantor | Country | Mark | Application/ Registration No. |
|--|------------------|--|--|
| Salem Communications Holding Corporation | United States | WIND | 5751025 |
| Salem Communications Holding Corporation | United States | KWRD | 5751029 |
| Salem Communications Holding Corporation | United States | KSKY | 5751057 |
| Salem Communications Holding Corporation | United States | WYLL | 5751061 |
| Salem Communications Holding Corporation | United States | WORD | 5751317 |
| Salem Communications Holding Corporation | United States | KPDQ | 5751318 |
| Salem Communications Holding Corporation | United States | KKHT | 5751319 |
| Salem Communications Holding Corporation | United States | KGNW | 5751322 |
| Salem Communications Holding Corporation | United States | WFHM | 5768767 |
| Salem Communications Holding Corporation | United States | KNUS | 5769689 |
| Salem Communications Holding Corporation | United States | WEZE | 5769691 |
| Salem Communications Holding Corporation | United States | KRYP | 5769692 |
| Salem Communications Holding Corporation | United States | BELIEVERS BUSINESS LEAGUE | 5882032 |
| Salem Communications Holding Corporation | United States | WFIL | 5888735 |
| Salem Communications Holding Corporation | United States | SALEM MEDIA GROUP | 6367611 |
| Salem Communications Holding Corporation | United States | SALEM MEDIA GROUP (Design mark) | 6367631 |
| Salem Communications Holding Corporation | United States | SERMONSEARCH | 6405368 |
| Salem Communications Holding Corporation | United States | LOVE HAPPENS HERE | 6414236 |
| Salem Communications Holding Corporation | United States | SALEM SURROUND (Application) | 88837753 |
| Salem Communications Holding Corporation | United States | SALEM SURROUND (Application) (Design mark) | 88837880 |
| Salem Communications Holding Corporation | United States | LA PATRONA (Application) | 90532990 |
| Salem Communications Holding Corporation | State of Georgia | ON TIME TRAFFIC (Service mark) | S - 22044 |

| Grantor | Country | Mark | Application/ Registration No. |
|-------------------------------------|----------------|-----------------------------|--|
| Salem Radio Network Incorporated | United States | SALEM RADIO NETWORK | 5882101 |
| Salem Radio Network Incorporated | United States | SRN | 5888383 |
| Salem Web Network, LLC | United States | PAJAMAS | 3191433 |
| Salem Web Network, LLC | United States | PAJAMASMEDIA | 3347556 |
| Salem Web Network, LLC | United States | SHIFT WORSHIP | 3799257 |
| Salem Web Network, LLC | United States | GODTUBE (Design mark) | 4022953 |
| Salem Web Network, LLC | United States | PJ MEDIA | 4189823 |
| Salem Web Network, LLC | United States | GODTUBE | 4356547 |
| Salem Web Network, LLC | United States | TEACHERTUBE | 4536660 |
| Salem Web Network, LLC | United States | TWITCHY | 4706370 |
| Salem Web Network, LLC | United States | NEXT GENERATION STARTUPS | 4760214 |
| Salem Web Network, LLC | United States | TOWNHALL.COM | 4762271 |
| Salem Web Network, LLC | United States | NEXT GEN STARTUPS | 4855264 |
| Salem Web Network, LLC | United States | PJ MEDIA (Design mark) | 5850152 |
| Salem Web Network, LLC | Canada | INTERCRISTO | 720174 |