

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674996

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Name of 4th Conveying Party Salem Media to Salem Radio, add Conveying Parties Air Hot & New Inspiration previously recorded on Reel 007418 Frame 0331. Assignor(s) hereby confirms the Security Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SALEM MEDIA GROUP, INC.		09/10/2021	Corporation: CALIFORNIA
AIR HOT, INC.		09/10/2021	Corporation: CALIFORNIA
NEW INSPIRATION BROADCASTING COMPANY, INC.		09/10/2021	Corporation: CALIFORNIA
SALEM COMMUNICATIONS HOLDING CORPORATION		09/10/2021	Corporation: CALIFORNIA
SALEM RADIO NETWORK INCORPORATED		09/10/2021	Corporation: CALIFORNIA
SCA LICENSE CORPORATION		09/10/2021	Corporation: CALIFORNIA

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: UNITED STATES

PROPERTY NUMBERS Total: 63

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

TRADEMARK

Property Type	Number	Word Mark
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
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

Property Type	Number	Word Mark
Registration Number:	5751317	WORD
Registration Number:	5751318	KPDQ
Registration Number:	5751319	KKHT
Registration Number:	5751322	KGNW
Registration Number:	5768767	WFHM
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
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: mmarsh@orrick.com, ipprosecution@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

ATTORNEY DOCKET NUMBER:	49498.0002
NAME OF SUBMITTER:	Michelle M. Marsh
SIGNATURE:	/Michelle M. Marsh/
DATE SIGNED:	09/16/2021

Total Attachments: 14

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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

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

SALEM WEB NETWORK, 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: 007424 FRAME: 0153**

**AIR HOT, INC.
NEW INSPIRATION BROADCASTING COMPANY, INC.
SALEM COMMUNICATIONS HOLDING CORPORATION
SALEM RADIO NETWORK INCORPORATED
SCA LICENSE CORPORATION**

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: 007424 FRAME: 0155**

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