

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723915

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2020

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMFM Operating, Inc.		12/31/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	iHeart Operations, Inc.
Street Address:	20880 Stone Oak Pkwy
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78258
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1965305	KDWB 101.3
Registration Number:	1852636	TURN YOUR KNOB TO BOB
Registration Number:	2403481	THE PEOPLE'S STATION

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: 2108323999
Email: ccipdocket@iheartmedia.com
Correspondent Name: Lesia Skrypoczka
Address Line 1: 20880 STONE OAK PKWY
Address Line 4: SAN ANTONIO, TEXAS 78258

NAME OF SUBMITTER:	Brenda Key
SIGNATURE:	/Brenda Key/
DATE SIGNED:	04/26/2022

Total Attachments: 6

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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AMFM OPERATING INC.", A DELAWARE CORPORATION,
WITH AND INTO "IHEART OPERATIONS, INC." UNDER THE NAME OF "IHEART OPERATIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2020, AT 7:40 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2020 AT 11:11 O'CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

7296131 8100M
SR# 20208736931

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204406588
Date: 12-23-20

TRADEMARK
REEL: 007702 FRAME: 0442

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this “**Agreement**”), dated effective as of 11:11 p.m. San Antonio, Texas time on December 31, 2020 (the “**Effective Time**”), is made by and between AMFM Operating Inc., a Delaware corporation (“**Merging Entity**”), and iHeart Operations, Inc., a Delaware corporation (“**Surviving Entity**”), in accordance with the Delaware General Corporation Law (“**DGCL**”).

WHEREAS, the sole stockholder and the members of the Board of Directors of Merging Entity have approved and adopted this Agreement and the transactions contemplated hereby after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, Merging Entity and its sole stockholder;

WHEREAS, the sole stockholder and the members of the Board of Directors of Surviving Entity have approved and adopted this Agreement and the transactions contemplated hereby after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, Surviving Entity and its sole stockholder; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, Merging Entity, in accordance with the DGCL, will merge with and into Surviving Entity (the “**Merger**”), with Surviving Entity as the surviving corporation;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with DGCL, Merging Entity shall be merged with and into Surviving Entity at the Effective Time. At the Effective Time, all assets, contracts and properties of Merging Entity shall be possessed by and vested in Surviving Entity, and all of the liabilities and obligations of Merging Entity shall be and are hereby assumed by and be the liabilities and obligations of Surviving Entity, all without reversion or impairment or further act or deed in accordance with the applicable provisions of the DGCL. Following the Effective Time, the separate legal existence of Merging Entity shall cease, and Surviving Entity shall continue as the surviving entity under the laws of the State of Delaware.

(b) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a Certificate of Merger (the “**Certificate of Merger**”) with the Secretary of State of the State of Delaware. The Certificate of Merger shall provide, in accordance this Agreement, that the Merger shall be effective at the Effective Time.

2. Effect on Shares. At the Effective Time, each then issued and outstanding share of capital stock, and each share held in the treasury, if any, of Merging Entity shall be cancelled and retired and all rights with respect thereto shall cease to exist, and no shares of capital stock of Surviving Entity shall be issuable

with respect thereto. Each share of capital stock of Surviving Entity issued and outstanding as of the Effective Time shall remain issued and outstanding.

3. Organizational Documents. The (i) Certificate of Incorporation of Surviving Entity in effect at the Effective Time (the “**Certificate of Incorporation**”) and (ii) Bylaws of Surviving Entity in effect at the Effective Time (the (“**Bylaws**”)) shall continue in full force and effect as the Certificate of Incorporation and Bylaws of Surviving Entity until thereafter changed or amended as provided therein or by applicable law.

4. Management. Surviving Entity will continue to be managed by its Board of Directors. The officers of Surviving Entity immediately prior to the Effective Time shall be the officers of Surviving Entity from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Certificate of Incorporation and the Bylaws of Surviving Entity or as otherwise provided by applicable law.

5. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

6. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

9. Termination. This Agreement may be terminated and the Merger abandoned by the mutual consent of Merging Entity and Surviving Entity at any time prior to the Effective Time.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Time.

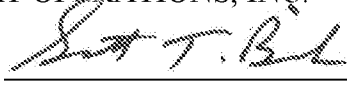
Merging Entity:

AMFM OPERATING, INC.

By: 
Scott T. Bick, Senior Vice President - Tax

Surviving Entity:

iHEART OPERATIONS, INC.

By: 
Scott T. Bick, Senior Vice President – Tax

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS**

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is _____
iHeart Operations, Inc., and the name of the corporation being
merged into this surviving corporation is _____
AMFM OPERATING INC.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is _____
iHeart Operations, Inc. a Delaware corporation.

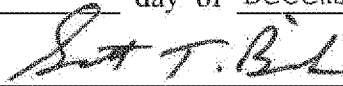
FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on 12/31/2020 at 11:11 CST.

SIXTH: The Agreement of Merger is on file at _____
20880 Stone Oak Pkwy, San Antonio, TX 78258, the place of business
of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 21st day of December, A.D., 2020.

By: 
Authorized Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:40 PM 12/22/2020
FILED 07:40 PM 12/22/2020
SR 20208736931 - File Number 7296131

Name: Scott T. Bick
Print or Type
Title: Senior Vice President - Tax