

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773285

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GACP FINANCE CO., LLC, as Term Agent		12/09/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDIACO HOLDING INC.		
<b>Street Address:</b>	395 Hudson Street		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10014		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2357598	CIRCLE OF SISTERS	
<b>Registration Number:</b>	2424619	SUNDAY CLASSICS	
<b>Registration Number:</b>	2326867	WBLS	
<b>Registration Number:</b>	2393181	WBLS 107.5 FM	
<b>Registration Number:</b>	4194765	HIP HOP HAS HEART	
<b>Registration Number:</b>	2611930	HIP HOP SYMPHONY	
<b>Registration Number:</b>	4198544	HIP HOP VOTES HOT 97 FM	
<b>Registration Number:</b>	2477364	HOT 97	
<b>Registration Number:</b>	4197746	HOT 97 FM	
<b>Registration Number:</b>	5013063	HOT 97 FM	
<b>Registration Number:</b>	4383963	HOT 97 FM	
<b>Registration Number:</b>	5007723	HOT FOR THE HOLIDAYS	
<b>Registration Number:</b>	4799465	RIDE OR DIE	
<b>Registration Number:</b>	2335536	SMOOTH CRUISE	
<b>Registration Number:</b>	3123677	WHERE HIP HOP LIVES	
<b>Registration Number:</b>	4846366	WHERE HIP HOP LIVES	
<b>Registration Number:</b>	3178337	WHO'S NEXT	
<b>Registration Number:</b>	3199618	WHO'S NEXT LIVE	
		<b>TRADEMARK</b>	

**CORRESPONDENCE DATA****Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2021 McKinney Ave., Suite 2000**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 096841-30040**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 12/11/2022**Total Attachments: 6**

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TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE TRADEMARK SECURITY AGREEMENT (“Termination and Release”), dated as of December 9, 2022, is made by GACP FINANCE CO., LLC, as agent (the “Term Agent”) in favor of MEDIACO HOLDING INC. (the “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement (as defined below) or the Term Loan Agreement (as defined in the Trademark Security Agreement), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of November 25, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Trademark Security Agreement”), the Grantor granted a security interest in trademarks in favor of the Term Agent, which was recorded in the United States Patent and Trademark Office on November 26, 2019 at Reel 006804, Frame 0475, in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantor has satisfied in full its obligations under the Term Loan Agreement and the Trademark Security Agreement and requests a release of the security interest in the Trademark Collateral granted thereunder; and

WHEREAS, the Term Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to Grantor, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Term Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

2. The Agent hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Agent, any and all of the Agent’s right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Term Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Term Agent's security interest contemplated hereby.

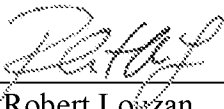
4. The Term Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

5. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GACP FINANCE CO., LLC, as Term Agent




By:   
Name: Robert Louzan  
Its: Authorized Person


SCHEDULE A  
TO  
TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**[See attached]**

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Owner Name	Trademark Name	Country Name	Registration No.	Registration Date	Status
MediaCo Holding Inc.	CIRCLE OF SISTERS & Design 	United States of America	2,357,598	13-Jun-2000	Registered
MediaCo Holding Inc.	SUNDAY CLASSICS	United States of America	2,424,619	30-Jan-2001	Registered
MediaCo Holding Inc.	WBLS	United States of America	2,326,867	07-Mar-2000	Registered
MediaCo Holding Inc.	WBLS 107.5 FM & Logo 	United States of America	2,393,181	10-Oct-2000	Registered
MediaCo Holding Inc.	HIP HOP HAS HEART	United States of America	4,194,765	21-Aug-2012	Registered
MediaCo Holding Inc.	HIP HOP SYMPHONY	United States of America	2,611,930	27-Aug-2002	Registered
MediaCo Holding Inc.	HIP HOP VOTES design 	United States of America	4,198,544	28-Aug-2012	Registered
MediaCo Holding Inc.	HOT 97	United States of America	2,477,364	14-Aug-2001	Registered
MediaCo Holding Inc.	HOT 97 FM	United States of America	4,197,746	28-Aug-2012	Registered

MediaCo Holding Inc.	HOT 97 FM	United States of America	5,013,063	02-Aug-2016	Registered
MediaCo Holding Inc.	HOT 97 FM & Design 	United States of America	4,383,963	13-Aug-2013	Registered
MediaCo Holding Inc.	HOT FOR THE HOLIDAYS	United States of America	5,007,723	26-Jul-2016	Registered
MediaCo Holding Inc.	RIDE OR DIE	United States of America	4,799,465	25-Aug-2015	Registered
MediaCo Holding Inc.	SMOOTH CRUISE	United States of America	2,335,536	28-Mar-2000	Registered
MediaCo Holding Inc.	WHERE HIP HOP LIVES	United States of America	3,123,677	01-Aug-2006	Registered
MediaCo Holding Inc.	WHERE HIP HOP LIVES	United States of America	4,846,366	03-Nov-2015	Registered
MediaCo Holding Inc.	WHO'S NEXT	United States of America	3,178,337	28-Nov-2006	Registered
MediaCo Holding Inc.	WHO'S NEXT LIVE	United States of America	3,199,618	16-Jan-2007	Registered

*Signature Page to Trademark Security Agreement*