

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUDACY OPERATIONS, INC		03/29/2023	Corporation:
RECEIVING PARTY DATA			
Name:	AUDACY ATLAS, LLC		
Street Address:	2400 MARKET ST., 4TH FLOOR		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2326583	KLUV	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	6106605655		
Email:	TRADEMARKSLEGAL@AUDACY.COM		
Correspondent Name:	TRADEMARKS DESK		
Address Line 1:	2400 MARKET ST., 4TH FLOOR		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	ANDREW P. SUTOR, IV		
SIGNATURE:	/ANDREW P. SUTOR, IV/		
DATE SIGNED:	03/30/2023		
Total Attachments: 5			
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OP \$40.00 2326583

ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY (this “*Agreement*”) is made as of March 29, 2023 (the “*Effective Date*”), by and between Audacy Operations, Inc., a Delaware corporation (“*Assignor*”), and Audacy Atlas, LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS:

Pursuant to that certain Investment Agreement dated as of March 29, 2023 (the “*Investment Agreement*”), by and between Assignor and Assignee, Assignor agreed to make certain investments of assets in Atlas, which include all of Assignor’s, right, title, interest and goodwill in or associated with the KLUV Trademark Rights, including the federally registered KLUV® service mark (US Reg. No. 2326583) and the kluv.com domain name.

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Investment Agreement.

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, all of Assignor’s right, title, and interest in, to and under the following (collectively, the “Assigned IP”):

(a) the service mark registration set forth on Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof;

(b) the right to use, or license for use, the call letters (such right being derived from the service mark registration set forth on Schedule 1) set forth on Schedule 1 hereto;

(c) the domain name set forth on Schedule 1 hereto;

(d) the agreement set forth on Schedule 1 hereto;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights); and

(f) any copyrights, trademarks, and trade names and all goodwill associated therewith, connected with the use of, and symbolized by, such rights, whether registered or unregistered, KLUV Trademark Rights provided at law or in equity and other rights, privileges,

and protections of any kind whatsoever of Audacy Operations, Inc. or any of its affiliates accruing under the KLUV Trademark Rights provided at law or in equity).

Assignee hereby accepts such conveyance, transfer and assignment of Assignor's right, title, and interest in, to, and under Assigned IP, and, in connection therewith, hereby assumes and agrees to pay, perform and discharge all liabilities, obligations and commitments whether accrued, absolute, contingent or otherwise arising under the Assigned IP to the extent they accrue, or relate to, the period from and after the Effective Date.

2. Recording and Further Actions. Assignor authorizes the United States Patent and Trademark Office and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Investment Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Investment Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Investment Agreement, the terms and provisions of the Investment Agreement shall govern and control.

4. No Third Party Beneficiaries. Nothing herein expressed or implied is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6. Entire Agreement. This Assignment, together with the Investment Agreement (and the schedules and exhibits thereto) and the other ancillary agreements delivered in connection therewith contain the entire agreement among Assignor and Assignee with respect to the transactions contemplated herein and therein and supersede all previous oral and written agreements among Assignor and Assignee with respect to the transactions contemplated herein and therein.

7. Severability. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

8. Governing Law. This Assignment 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.

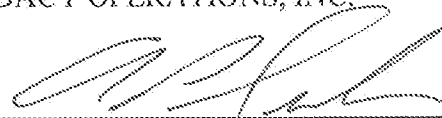
9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be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

10. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

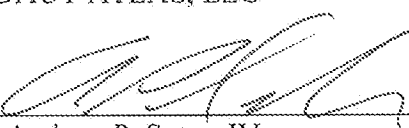
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

AUDACY OPERATIONS, INC.

By: 

Andrew P. Sutor, IV
Executive Vice President

AUDACY ATLAS, LLC

By: 

Andrew P. Sutor, IV
Executive Vice President

SCHEDULE 1

ASSIGNED IP

Call Letters:

KLUV

Service Marks:

KLUV® (US Reg. No. 2326583)

Domain Names:

kluv.com

Agreement:

The Concurrent Use Agreement between Audacy Operations, Inc. (as ultimate successor-in-interest to Texas CBS Radio Broadcasting, L.P.), Educational Media Foundation, and Univision Radio, Inc. dated May 19, 2006 and recorded with the United States Patent and Trademark Office on August 25, 2010