

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WCLY-AM, LLC		05/31/2023	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6028626	95.7 FM THAT STATION	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2013452 TM D		
NAME OF SUBMITTER:	Alexandria Montgomery		
SIGNATURE:	/Alexandria Montgomery/		
DATE SIGNED:	06/01/2023		
Total Attachments: 6			
source=D - Executed - Trademark Security Agreement - WCLY-AM, LLC#page1.tif			
source=D - Executed - Trademark Security Agreement - WCLY-AM, LLC#page2.tif			
source=D - Executed - Trademark Security Agreement - WCLY-AM, LLC#page3.tif			

OP \$40.00 6028626

source=D - Executed - Trademark Security Agreement - WCLY-AM, LLC#page4.tif

source=D - Executed - Trademark Security Agreement - WCLY-AM, LLC#page5.tif

source=D - Executed - Trademark Security Agreement - WCLY-AM, LLC#page6.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this “Agreement”) dated as of May 31, 2023 by and between WCLY-AM, LLC, a North Carolina limited liability company (the “Grantor”), having its chief executive office at 3100 Highwoods Boulevard, Raleigh, NC 27604, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the “Administrative Agent”), with offices at 1525 West W.T. Harris Blvd., Charlotte, NC 28262, for the ratable benefit of the banks and other financial institutions (the “Lenders”) from time to time parties to the Fourth Amended and Restated Credit Agreement, dated as the date hereof, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, the other Borrowers signatory thereto (together with Grantor, the “Borrowers”), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of the Fourth Amended and Restated Collateral Agreement dated as of the date hereof by and among the Borrowers and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

WCLY-AM, LLC, as Grantor
By: WRAL FM, Inc., its Manager

By: [Signature]
Name: Daniel P. McGrath
Title: Vice President

ACKNOWLEDGMENT

STATE OF North Carolina

COUNTY OF Wake

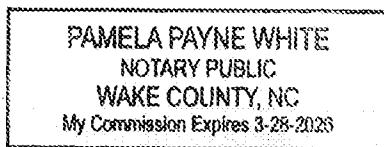
I, Pamela Payne White, a Notary Public for said County and State, do hereby certify that Daniel P. McGrath personally appeared before me this day and stated that (s)he is Vice President of WRAL FM, Inc., the Manager of WCLY-AM, LLC and acknowledged, on behalf of WCLY-AM, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 31 day of May, 2023

[Signature]
Notary Public

My commission expires:

3-28-2026



[Signature Pages Continue]

Agreed and Accepted as of the
date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Robert E. Hammersley, Jr.
Name: Robert E. Hammersley, Jr.
Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS

Owner: Capitol Broadcasting Company, Incorporated			
Mark	Country / State	Appl. Number/ Filing Date	Reg. Number/ Reg. Date
95.7 FM THAT STATION & Design	US	88/615,089 09/12/2019	6,028,626 04/07/2020

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.