

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830392

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900780722		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audacy Atlas, LLC		06/16/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Educational Media Foundation		
Street Address:	5700 West Oaks Blvd		
City:	Rocklin		
State/Country:	CALIFORNIA		
Postal Code:	95765		
Entity Type:	Non-Profit Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2326583	KLUV	
CORRESPONDENCE DATA			
Fax Number:	2027835851		
<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:	202-783-4141		
Email:	trademark@wbklaw.com		
Correspondent Name:	Mitchell H. Stabbe		
Address Line 1:	1800 M Street, NW		
Address Line 2:	Suite 800N		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	3EDU-4000 KLUV ASSIGNMENT		
NAME OF SUBMITTER:	Mitchell H. Stabbe, Attorney of Record		
SIGNATURE:	/Mitchell H. Stabbe/		
DATE SIGNED:	08/08/2023		
Total Attachments: 5			
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IP ASSIGNMENT AGREEMENT

THIS IP AGREEMENT (this “*Assignment*”) is made as of June 16, 2023, by and between Audacy Atlas, LLC, a Delaware limited liability company (“*Audacy*”), and Educational Media Foundation, a California non-profit, religious corporation (“*EMF*”).

RECITALS:

A. EMF is the owner of a Federal Trademark for “K-Love” (Registration Number 3888350) which was registered with the United States Patent and Trademark Office (“*USPTO*”) on December 14, 2010 (the “*EMF Mark*”).

B. Audacy, directly and by its affiliates and predecessors, has been using the KLUV call letters (“*KLUV Call Letters*”) to operate FM radio station KLUV, Dallas, Texas (FCC Facility ID 67195) (“*Audacy Dallas Station*”).

C. Audacy, as assignee of Audacy Operations, Inc. (“*Audacy Operations*”), currently owns the federally registered KLUV® service mark (US Reg. No. 2326583), which was registered on March 7, 2000 (“*KLUV® Service Mark*”), and, through its affiliates and predecessors, has been using KLUV Call Letters and the “KLUV” brand in Dallas, Texas since as early as 1981, in connection with the Audacy Dallas Station, and as a result thereof has certain pre-existing common law rights with respect to “K Love” and “KLUV” in the greater Dallas, Texas radio market (collectively, with the KLUV® Service Mark, the “*Audacy Dallas Station Trademark Rights*”).

D. Audacy (as assignee of Audacy Operations and ultimate successor-in-interest to Texas CBS Radio Broadcasting, L.P.), EMF and Univision Radio, Inc. are parties to the Concurrent Use Agreement dated May 19, 2006 and recorded with the USPTO on August 25, 2010 (the “*Concurrent Use Agreement*”) related to the KLUV® Service Mark.

E. The KLUV Call Letters, the Audacy Dallas Station Trademark Rights and Audacy’s (and its Affiliates) rights in the Concurrent Use Agreement and www.kluv.com (and any copyrights, trademarks, and trade names, any applications or registrations therefor and all goodwill associated therewith, connected with the use of, and symbolized by, such rights, whether registered or unregistered, the Audacy Dallas Station Trademark Rights provided at Law or in equity and other rights, privileges, and protections of any kind whatsoever of Audacy or any Audacy Affiliate accruing under the Audacy Dallas Station Trademark Rights provided at Law or in equity) are collectively referred to as the “*Audacy IP Rights*.”

F. Audacy desires to transfer and assign the Audacy IP Rights to EMF in furtherance of the commitments of EMF and Audacy set forth in the Asset Purchase Agreement dated as of March 29, 2023 (the “*Purchase 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:

ARTICLE 1

ASSIGNMENT OF RIGHTS

1.1 IP Assignment. Pursuant to, and subject to the limitations set forth in, the Purchase Agreement, and in consideration of the mutual covenants and agreements set forth therein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Audacy hereby irrevocably sells, assigns, transfers, conveys, and quitclaims to EMF, and its successors and assigns, free and clear of Liens, except for Permitted Liens, and EMF hereby accepts and assumes, all of Audacy's right, title, and interest of every kind and nature in and to the Audacy IP Rights, including without limitation the KLUV[®] Service Mark and all rights to use the KLUV Call Letters, and all rights and obligations of Audacy under the Concurrent Use Agreement.

ARTICLE 2

MISCELLANEOUS PROVISIONS

2.1 Capitalized Terms. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2.2 Terms of the Purchase Agreement. This Assignment is intended to evidence, in part, the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

2.3 Further Assurances. After the Closing, on the reasonable request of any party hereto, the other party or parties shall execute and deliver (or cause to be executed and delivered) such other documents and further instruments of conveyance, transfer, assignment, acceptance and assumption, and shall take (or cause to be taken) such other action, without any further compensation, but at no cost or expense to such other party or parties (other than reasonable or customary administrative or legal expenses), as may be reasonably necessary to sell, transfer, convey, assign and deliver the Audacy IP Rights to EMF or otherwise required to perfect EMF's ownership of or title to the Audacy IP Rights.

2.4 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).

2.5 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument. This Assignment may be executed via electronic or digital signature and signature pages may be exchanged by facsimile or other electronic transmission, (including via DocuSign or a similar program) with the same legal effect as delivery of a manually executed original signature page of this Assignment.

2.6 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Assignment.

2.7 Severability. The parties agree that if one or more provisions contained in this Assignment shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable Law or government regulation by any court or other Governmental Authority of competent jurisdiction, this Assignment shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO IP ASSIGNMENT

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

AUDACY ATLAS, LLC

DocuSigned by:
By: Andrew P. Sutor, IV
50E1D45830644CA
Andrew P. Sutor, IV
Executive Vice President

EDUCATIONAL MEDIA FOUNDATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

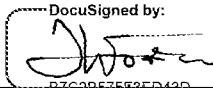
SIGNATURE PAGE TO IP ASSIGNMENT

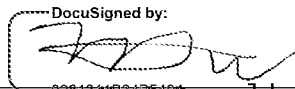
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

AUDACY ATLAS, LLC

By: _____
Andrew P. Sutor, IV
Executive Vice President

EDUCATIONAL MEDIA FOUNDATION

By:  _____
Name: Todd Woods
Title: Chief Executive Officer

By:  _____
Name: Matt Reynolds
Title: Acting CFO