

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM835746

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900795509

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Audacy Operations, Inc.		12/22/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Beasley Media Group, LLC
<b>Street Address:</b>	3033 Riviera Drive
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Naples
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	34103
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	2343285	KXTE

## 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:** 202.416.6748  
**Email:** llevy@lermansenter.com  
**Correspondent Name:** Louis J. Levy, Lerman Senter PLLC  
**Address Line 1:** 2001 L Street, N.W.  
**Address Line 2:** Suite 400  
**Address Line 4:** Washington, D.C. 20036

<b>NAME OF SUBMITTER:</b>	Louis J. Levy
<b>SIGNATURE:</b>	/louis j. levy/
<b>DATE SIGNED:</b>	08/30/2023

## Total Attachments: 5

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**AMENDMENT TO ASSIGNMENT OF AUDACY INTANGIBLE PROPERTY**

This Amendment to Assignment of Audacy Intangible Property (this “Amendment”) is made as of August 7, 2023 by Audacy Nevada, LLC (“Nevada”), a Delaware limited liability company, and Audacy Operations, Inc. (“Operations,” and together with Nevada, “Audacy”), a Delaware corporation, for the benefit of Beasley Media Group, LLC (“Beasley”), a Delaware limited liability company.

WHEREAS, pursuant to the Asset Exchange Agreement dated September 29, 2022 between Nevada and Beasley and certain of their affiliates, Nevada executed an Assignment of Audacy Intangible Property (the “Assignment”) dated December 22, 2022 for the benefit of Beasley;

WHEREAS, Operations was inadvertently omitted as an assignor under the Assignment; and

WHEREAS, the parties desire to amend the Assignment to add Operations as an assignor thereunder.

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

1. The preamble to the Assignment shall be deleted and replaced with the following:

This ASSIGNMENT OF AUDACY INTANGIBLE PROPERTY (“*Assignment*”) is made as of December 22, 2022, by Audacy Nevada, LLC, a Delaware limited liability company, and Audacy Operations, Inc., a Delaware corporation (together, “*Audacy*”), for the benefit of Beasley Media Group, LLC, a Delaware limited liability company (“*Beasley*”).

2. This Amendment 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 Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the day and year first above written.

**AUDACY NEVADA, LLC**

By: DocuSigned by:  
*Laura Berman*  
\_\_\_\_\_  
Laura Berman  
Vice President

**AUDACY OPERATIONS, INC.**

By: DocuSigned by:  
*Laura Berman*  
\_\_\_\_\_  
Laura Berman  
Vice President

**ASSIGNMENT OF AUDACY INTANGIBLE PROPERTY**

This ASSIGNMENT OF AUDACY INTANGIBLE PROPERTY (“*Assignment*”) is made as of December 22, 2022, by Audacy Nevada, LLC, a Delaware limited liability company (“*Audacy*”), for the benefit of Beasley Media Group, LLC, a Delaware limited liability company (“*Beasley*”).

WHEREAS, this Assignment is made pursuant to the Asset Exchange Agreement (the “*Exchange Agreement*”), dated September 29, 2022, between Audacy and Beasley and certain of their affiliates. Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Exchange Agreement.

NOW, THEREFORE, pursuant to the Exchange Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

Audacy hereby unconditionally and irrevocably grants, bargains, sells, assigns, transfers, conveys and delivers to Beasley, free and clear of Liens (other than Permitted Liens), all of Audacy’s right, title and interest in, to and under the Audacy Intangible Property, including the Audacy Intangible Property identified on Exhibit A hereto (including the registration thereof and application therefor (wherever filed)), whether statutory or at common law, including all registrations and applications therefor, the right to recover for past infringement, the goodwill associated with such Audacy Intangible Property, and all related common-law and statutory copyrights used or held for use exclusively in the operation of the Audacy Station.

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

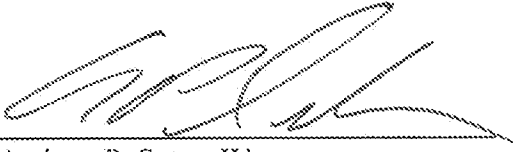
The construction and performance of this Assignment shall be governed by the laws of the State of Delaware without regard to its principles of conflict of law, as set forth in Section 11.11 of the Exchange Agreement, and, as applicable, Federal law.

Delivery of an executed signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original signature page of this Assignment.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the day and year first above written.

AUDACY NEVADA, LLC

By:   
Andrew P. Sutor, IV  
Executive Vice President

*[Signature Page to Assignment of Audacy Intangible Property]*

Exhibit A

Call Letters

KXTE

Registered Trademarks

KXTE – Federal Trademark – Registration Number 2343285

Holiday Havoc – Nevada State Registration – Registration Number #SM00370004

Our Big Concert – Nevada State Registration – Registration Number #E0632562014-0

Domain Names

www.kxte.com

www.alt1075lv.com

www.X1075LasVegas.com

www.xtremeradio.com

Social Media

Facebook: <https://www.facebook.com/alt1075lv>

Twitter: @alt1075lv

Instagram: @alt1075lv