

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835729

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLEAR CHANNEL IP, LLC		08/22/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association		
Street Address:	333 Commerce Street, Suite 900		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2674768	CLEAR CHANNEL AIRPORTS	
Registration Number:	2882210	CLEAR CHANNEL	
Registration Number:	2807051	CLEAR CHANNEL OUTDOOR	
Registration Number:	2884665	CLEAR CHANNEL	
Registration Number:	2799665	CLEAR CHANNEL OUTDOOR	
Registration Number:	2723643		
Registration Number:	3129523	CLEAR CHANNEL SPECTACOLOR	
Registration Number:	1856918	PREMIERE PANEL	
Registration Number:	3897344	DIGITAL	
Registration Number:	3903556		
Registration Number:	5239708	GET SEEN. BE LOVED.	
Registration Number:	5408738	LOOK UP	
Registration Number:	5880822	RADARVIEW	
Registration Number:	5869626	RADARCONNECT	
Registration Number:	5869627	RADARPROOF	
Registration Number:	5864154	RADARSYNC	
Registration Number:	6143681	CLEAR CHANNEL RADAR	
Registration Number:	6160069	CLEAR CHANNEL OUTDOOR RADAR	
Registration Number:	7128236	SHOWCASE SHELTERS	

OP \$540.00 2674768

Property Type	Number	Word Mark
Registration Number:	7128541	GET MORE WITH US
Registration Number:	2692767	QUANTUM STRUCTURE & DESIGN

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: 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:	2102149 TM1
NAME OF SUBMITTER:	Leanne Honig
SIGNATURE:	/Leanne Honig/
DATE SIGNED:	08/30/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated August 22, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of U.S. Bank Trust Company, National Association (“U.S. Bank”), as collateral agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Notes Security Agreement referred to therein.

WHEREAS, Clear Channel Outdoor Holdings, Inc., a Delaware corporation (the “Company”), U.S. Bank, as Trustee and Collateral Agent and each other Person party thereto have entered into the Indenture, dated as of August 22, 2023 (the “Issue Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Holders have severally agreed to acquire the Notes.

WHEREAS, in connection with the Indenture, the Grantors have entered into the Notes Security Agreement, dated as of the Issue Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Notes Security Agreement”) for the acquisition of the Notes by the Holders thereof.

WHEREAS, under the terms of the Notes Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (in each case excluding any Excluded Assets) (the “Collateral”):

- (a) the registered Trademarks (as defined in the Notes Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto;
- (b) all rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Covered Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Covered Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Notes Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Notes Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Notes Security Agreement, the terms of the Notes Security Agreement shall govern.

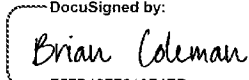
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Notes Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CLEAR CHANNEL IP, LLC,
as Initial Grantor

By:  _____
Name: Brian D. Coleman
Title: Chief Financial Officer, Treasurer
and Assistant Secretary

[Signature Page to NPA Trademark Security Agreement]





TRADEMARK
REEL: 008183 FRAME: 0298


U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Notes Collateral Agent

By: Wally Jones
Name: Wally Jones
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Serial No/ Filing Date	Registration No/ Registration Date	Current Owner of Record
CLEAR CHANNEL AIRPORTS	76380663 Mar. 11, 2002	2674768 Jan. 14, 2003	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL	76285461 Jul. 16, 2001	2882210 Sep. 07, 2004	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL OUTDOOR	76285468 Jul. 16, 2001	2807051 Jan. 20, 2004	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL Design 	76285469 Jul. 16, 2001	2884665 Sep. 14, 2004	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL OUTDOOR Design 	76285470 Jul. 16, 2001	2799665 Dec. 30, 2003	CLEAR CHANNEL IP, LLC
C Design 	76386225 Mar. 22, 2002	2723643 Jun. 10, 2003	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL SPECTACOLOR	78701289 Aug. 26, 2005	3129523 Aug. 15, 2006	CLEAR CHANNEL IP, LLC
PREMIERE PANEL	74370544 Mar. 22, 1993	1856918 Oct. 04, 1994	CLEAR CHANNEL IP, LLC
DIGITAL Design 	85038096 May 13, 2010	3897344 Dec. 28, 2010	CLEAR CHANNEL IP, LLC
MOLECULE Design 	85038110 May 13, 2010	3903556 Jan. 11, 2011	CLEAR CHANNEL IP, LLC
GET SEEN. BE LOVED.	87084636 Jun. 27, 2016	5239708 Jul. 11, 2017	CLEAR CHANNEL IP, LLC
LOOK UP	87297076 Jan. 11, 2017	5408738 Feb. 20, 2018	CLEAR CHANNEL IP, LLC

Mark	Serial No/ Filing Date	Registration No/ Registration Date	Current Owner of Record
RADARVIEW	87859592 Apr. 02, 2018	5880822 Oct 8, 2019	CLEAR CHANNEL IP, LLC
RADARCONNECT	88074166 Aug. 10, 2018	5869626 Sep 24, 2019	CLEAR CHANNEL IP, LLC
RADARPROOF	88074174 Aug. 10, 2018	5869627 Sep 24, 2019	CLEAR CHANNEL IP, LLC
RADARSYNC	88081073 Aug 16, 2018	5864154 Sep 17, 2019	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL RADAR	88719618 Dec 9, 2019	6143681 Sep 1, 2020	CLEAR CHANNEL IP, LLC
CLEAR CHANNEL OUTDOOR RADAR	88719623 Dec 9, 2019	6160069 Sep 22, 202	CLEAR CHANNEL IP, LLC
SHOWCASE SHELTERS	97094574 Oct 27, 2021	7128236 Aug 1, 2023	CLEAR CHANNEL IP, LLC
GET MORE WITH US	97268276 Feb 15, 2022	7128541 Aug 1, 2023	CLEAR CHANNEL IP, LLC
QUANTUM STRUCTURE & DESIGN ¹ 	76380810 Mar. 11, 2002	2692767 Mar. 04, 2003	CLEAR CHANNEL IP, LLC

¹ Company to let trademark expire on September 5, 2023.