

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLEAR CHANNEL IP, LLC		08/21/2023	Corporation: 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: 4			
Property Type	Number	Word Mark	
Registration Number:	6143681	CLEAR CHANNEL RADAR	
Registration Number:	6160069	CLEAR CHANNEL OUTDOOR RADAR	
Registration Number:	7128236	SHOWCASE SHELTERS	
Registration Number:	7128541	GET MORE WITH US	
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:	2102149 TM2		
NAME OF SUBMITTER:	Leanne Honig		
SIGNATURE:	/Leanne Honig/		
DATE SIGNED:	08/30/2023		
Total Attachments: 5			

OP \$115.00 6143681

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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated August 21, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of U.S. Bank 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 23, 2019 (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 IP 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; and
- (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 IP 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 IP

[Signature Page to IP Security Agreement (Notes)]

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 IP 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 or the United States Copyright Office, as applicable. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP 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 IP 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 IP Security Agreement and the terms of the Notes Security Agreement, the terms of the Notes Security Agreement shall govern.

SECTION 6. Governing Law. This IP 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 IP 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.

	<p><u>CLEAR CHANNEL IP, LLC,</u> as Initial Grantor</p> <p>By: </p> <p>Name: Brian D. Coleman Title: Chief Financial Officer, Treasurer and Assistant Secretary</p>
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[Signature Page to IP Security Agreement (Notes)]

TRADEMARK
REEL: 008183 FRAME: 0320

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

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

[Signature Page to IP Security Agreement (Notes)]

TRADEMARK
REEL: 008183 FRAME: 0321

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
CLEAR CHANNEL IP, LLC	CLEAR CHANNEL RADAR	6143681 Sep 1, 2020
CLEAR CHANNEL IP, LLC	CLEAR CHANNEL OUTDOOR RADAR	6160069 Sep 22, 2020
CLEAR CHANNEL IP, LLC	SHOWCASE SHELTERS	7128236 Aug 1, 2023
CLEAR CHANNEL IP, LLC	GET MORE WITH US	7128541 Aug 1, 2023