

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audacy Operations, Inc.		09/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Notes Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6369949	THE A.V.E.	
Registration Number:	6370725	BET SWEATS	
Registration Number:	6919519	2400SPORTS	
Registration Number:	6767817	A	
Registration Number:	2644104	ABACAST	
Registration Number:	6897166	AMPERWAVE	
Registration Number:	6847594	AUDACY	
Registration Number:	6961234	BETQL	
Registration Number:	6977711	BOURBON AND BACON FEST	
Registration Number:	7133670	RIPCHORD	
Registration Number:	6420999	WAGERTAINMENT	
Registration Number:	1378458	ENTERCOM	
Serial Number:	97536252	AUDACY DIGITAL AUDIENCE NETWORK	
Serial Number:	97157520	TALK HAS THE POWER TO SAVE LIVES	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	13129932622		

CH \$365.00 6369949

Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 024520-0081

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 09/13/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of September 13, 2023 (this “**Agreement**”) among AUDACY OPERATIONS, INC. (f/k/a Entercom Operations, Inc.), a Delaware corporation (“**Audacy Operations**”) and EVENTFUL, LLC, a Delaware limited liability company, as the Grantors, each having an address at 2400 Market Street, 4th Floor, Philadelphia, PA 19103, and Deutsche Bank Trust Company Americas, as Notes Collateral Agent for the Secured Parties.

Reference is made to the Second Lien Security Agreement, dated as of April 30, 2019 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Audacy Capital Corp. (f/k/a Entercom Media Corp.), a Delaware corporation (the “**Issuer**”), the other Grantors identified therein and who from time to time become a party thereto and the Notes Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Issuer are set forth in (i) the Indenture, dated as of April 30, 2019 (as amended, supplemented or otherwise modified from time to time, the “**2019 Indenture**”), among the Issuer, the other Guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, in its capacity as Notes Collateral Agent and (ii) the Indenture, dated as of March 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**2021 Indenture**,” and together with the 2019 Indenture, the “**Indentures**”), among the Company, the Guarantors (as defined therein) and the Notes Collateral Agent. The Grantors are subsidiaries of the Issuer, will derive substantial benefits from the extension of credit to the Issuer pursuant to the Indentures and the undersigned Grantors are willing to execute and deliver this Agreement in order to induce the Secured Parties to issue such Notes. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and subject to the limitations set forth in the Security Agreement, did and hereby does pledge to the Notes Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, company names, trade dress, logos, designs, (fictitious) business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, now existing and hereafter adopted or acquired, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Schedule I hereto, (b) all income, fees, royalties, damages, claims and payments due and payable under or with respect to the foregoing (to the extent that such Grantor has a right to collect them), (c) any claims or causes of action relating to any of the foregoing, including whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, dilution, violation, misuse, breach or default, with the right but no obligation to

sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, (d) all goodwill connected with the use thereof and symbolized thereby and (e) all other assets, rights and interests that uniquely reflect or embody such goodwill and all rights corresponding to the foregoing; *provided* that the grant of security interest shall not include any “**intent-to-use**” trademark applications prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto, provided, however, that immediately upon such filing an acceptance, such “intent-to-use” trademark applications shall be deemed included in the definition of Trademark Collateral hereunder.

Section 3. Second Lien Intercreditor Agreement Controls. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Notes Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement and (ii) the exercise of any right or remedy by the Notes Collateral Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern, except with respect to the rights, protections, privileges, immunities and indemnities of the Notes Collateral Agent.

Section 4. Termination. This Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Notes Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may reasonably request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Notes Collateral Agent shall reasonably cooperate, at a Grantor’s sole cost and expense, with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 5. Supplement to the Security Agreement. The security interests granted to the Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

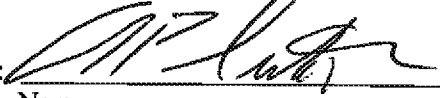
Section 6. Governing Law. The terms of Section 13.07 of the Indentures with respect to governing law are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

Section 7. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Notes Collateral Agent.

[Signatures on following page]

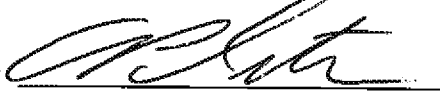
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AUDACY OPERATIONS, INC., *as a Grantor*

By: 

Name: ANDREW P. SUTOR, IV
Title: EXECUTIVE VICE PRESIDENT

EVENTFUL, LLC., *as a Grantor*

By: 

Name: ANDREW P. SUTOR, IV
Title: EXECUTIVE VICE PRESIDENT

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 008196 FRAME: 0297

Deutsche Bank Trust Company Americas,
as Notes Collateral Agent

By: _____
DocuSigned by:
Joseph Denno
Name: Joseph Denno
Title: Vice President

By: _____
DocuSigned by:
Carol Ng
Name: Carol Ng
Title: Vice President

[Signature page to Trademark Security Agreement]

**Schedule I to
Trademark Security Agreement**

United States Trademarks, Service Marks and Trademark Applications

TRADEMARK	OWNER	COUNTRY	TRADEMARK APPLICATION NO.	TRADEMARK REGISTRATION NO.
THE A.V.E.	Audacy Operations, Inc.	USA	90191411	6,369,949
BET SWEATS	Audacy Operations, Inc.	USA	90196502	6,370,725
2400SPORTS	Audacy Operations, Inc.	USA	90761229	6,919,519
A	Audacy Operations, Inc.	USA	90833795	6,767,817
ABACAST	Audacy Operations, Inc.	USA	76196933	2,644,104
AMPERWAVE	Audacy Operations, Inc.	USA	97072890	6,897,166
AUDACY	Audacy Operations, Inc.	USA	90333143	6,847,594
AUDACY DIGITAL AUDIENCE NETWORK	Audacy Operations, Inc.	USA	97536252	
BETQL	Audacy Operations, Inc.	USA	97156012	6,961,234
BOURBON AND BACON FEST	Audacy Operations, Inc.	USA	97174078	6,977,711
RIPCHORD	Audacy Operations, Inc.	USA	90240473	7,133,670
TALK HAS THE POWER TO SAVE LIVES	Audacy Operations, Inc.	USA	97157520 ¹	

¹ This is an intent-to-use trademark application and is not included in the Trademark Collateral until a statement of use or amendment to allege use has been filed and accepted by the United States Patent and

TRADEMARK	OWNER	COUNTRY	TRADEMARK APPLICATION NO.	TRADEMARK REGISTRATION NO.
THE BETTOR ANGLE	Audacy Operations, Inc.	USA	97918264 ²	
WAGERTAINMENT	Audacy Operations, Inc.	USA	88798116	6,420,999
ENTERCOM	Audacy Operations, Inc.	USA	73529770	1,378,458
THE REEL BUZZ	Eventful, LLC	USA	90664274	6,698,725

Trademark Office. A statement of use was filed with respect to this application on August 7, 2023.

² This is an intent-to-use trademark application and is not included in the Trademark Collateral until a statement of use or amendment to allege use has been filed and accepted by the United States Patent and Trademark Office.