

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Trademarks Recorded at Reel 5934, Frame 0766		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch, as collateral agent		09/13/2023	Banking Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	Learfield Communications, LLC (formerly known as Learfield Communications, Inc.)		
Street Address:	505 Hobbs Road		
City:	Jefferson City		
State/Country:	MISSOURI		
Postal Code:	65109		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Learfield News & AG, LLC		
Street Address:	505 Hobbs Road		
City:	Jefferson City		
State/Country:	MISSOURI		
Postal Code:	65109		
Entity Type:	Limited Liability Company: MISSOURI		
Name:	Learfield Sports, LLC		
Street Address:	2400 Dallas Parkway, Suite 500		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	Limited Liability Company: MISSOURI		
Name:	SIDEARM Sports, LLC		
Street Address:	505 Hobbs Road		
City:	Jefferson City		
State/Country:	MISSOURI		
Postal Code:	65109		
Entity Type:	Limited Liability Company: MISSOURI		
Name:	SME II, LLC		
Street Address:	505 Hobbs Road		

CH \$665.00 1441650

City:	Jefferson City
State/Country:	MISSOURI
Postal Code:	65109
Entity Type:	Limited Liability Company: MISSOURI
Name:	Think Social, LLC
Street Address:	505 Hobbs Road
City:	Jefferson City
State/Country:	MISSOURI
Postal Code:	65109
Entity Type:	Limited Liability Company: MISSOURI

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1441650	MINNESOTA NEWS NETWORK
Registration Number:	1930100	
Registration Number:	1998323	LEARFIELD COMMUNICATIONS
Registration Number:	2656293	BROWNFIELD
Registration Number:	2639299	MISSOURINET
Registration Number:	2959151	LEARFIELD
Registration Number:	2959152	LEARFIELD SPORTS
Registration Number:	3025306	WISCONSIN RADIO NETWORK
Registration Number:	3025307	RADIO IOWA
Registration Number:	3692229	SIDEARM
Registration Number:	4311372	MONET
Registration Number:	4208711	SOUTH CAROLINA RADIO NETWORK
Registration Number:	4208712	NEBRASKA RADIO NETWORK
Registration Number:	4626272	CHANGING THE FACE OF COLLEGE SPORTS BUSI
Registration Number:	5001372	MINNESOTA FARM NETWORK
Registration Number:	5097228	THE ART & SCIENCE OF BRANDING.
Registration Number:	5159097	THINK SOCIAL
Serial Number:	86551534	AGRIAMERICA
Serial Number:	86938813	THE FUTURE OF BRANDED ENTERTAINMENT
Serial Number:	87151192	CAMPUS PLUS
Serial Number:	87151197	CAMPUS +
Serial Number:	87151202	CAMPUS + A SERVICE OF LEARFIELD
Serial Number:	87151212	HOW BUSINESS GOES TO SCHOOL
Serial Number:	87152150	LEARFIELD
Serial Number:	87152165	LEARFIELD
Serial Number:	87161482	SIDEARM SPORTS

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: 2136207848**Email:** iprecordations@whitecase.com**Correspondent Name:** Justine Lu/White & Case LLP**Address Line 1:** 555 South Flower Street, Suite 2700**Address Line 4:** Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1111779-2653-S216
--------------------------------	-------------------

NAME OF SUBMITTER:	Justine Lu
---------------------------	------------

SIGNATURE:	/Justine Lu/
-------------------	--------------

DATE SIGNED:	09/13/2023
---------------------	------------

Total Attachments: 5

source=Learfield - 2L Payoff - TM Release [Learfield Communications] (Executed)#page1.tif

source=Learfield - 2L Payoff - TM Release [Learfield Communications] (Executed)#page2.tif

source=Learfield - 2L Payoff - TM Release [Learfield Communications] (Executed)#page3.tif

source=Learfield - 2L Payoff - TM Release [Learfield Communications] (Executed)#page4.tif

source=Learfield - 2L Payoff - TM Release [Learfield Communications] (Executed)#page5.tif

**TERMINATION AND RELEASE OF
SECOND LIEN SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Second Lien Security Interest in Trademarks (“Release”) is made as of September 13, 2023, by **DEUTSCHE BANK AG NEW YORK BRANCH** as collateral agent (in such capacity, together with its successors and assigns, “Collateral Agent”) for the Secured Parties in favor of **LEARFIELD COMMUNICATIONS, LLC** (formerly known as **LEARFIELD COMMUNICATIONS, INC.**), a Delaware limited liability company with an address at 505 Hobbs Road, Jefferson City, Missouri 65109, **LEARFIELD NEWS & AG, LLC**, a Missouri limited liability company with an address at 505 Hobbs Road, Jefferson City, Missouri 65109, **LEARFIELD SPORTS, LLC**, a Missouri limited liability company with an address at 2400 Dallas Parkway, Suite 500, Plano, Texas 75093, **SIDEARM SPORTS, LLC**, a Missouri limited liability company with an address at 505 Hobbs Road, Jefferson City, Missouri 65109, **SME II, LLC**, a Missouri limited liability company with an address at 505 Hobbs Road, Jefferson City, Missouri 65109, and **THINK SOCIAL, LLC**, a Missouri limited liability company with an address at 505 Hobbs Road, Jefferson City, Missouri 65109 (each, a “Grantor” and collectively, the “Grantors”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Security Agreement (each as defined below), as applicable.

WITNESSETH:

WHEREAS, reference is made to (i) the Second Lien Credit Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, Learfield Communications, LLC, a Delaware limited liability company, as Borrower, A-L Group Holdings, LLC, the lenders from time to time party thereto, and Deutsche Bank AG New York Branch, in its capacities as administrative agent and Collateral Agent; and (ii) the Second Lien Pledge and Security Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, Grantors entered into that certain Second Lien Trademark Security Agreement dated December 1, 2016 (the “Trademark Security Agreement”) with Collateral Agent, notice of which was recorded on December 5, 2016 at the United States Patent and Trademark Office at Reel 5934, Frame 0766;

WHEREAS, under the terms of the Trademark Security Agreement, as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, pledged, collaterally assigned, mortgaged, transferred and granted the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of such Grantor’s right, title or interest in, to or under the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed in **Schedule A**; and

WHEREAS, the Collateral Agent has agreed to terminate and release its Security Interest in all such Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed in Schedule A, as herein provided.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Collateral Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, cancels, terminates and discharges (in each case, without any recourse to, or any representation or warranty by, the Collateral Agent) all of its Security Interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed in Schedule A (in each case, without any recourse to, or any representation or warranty by, the Collateral Agent) and any right, title or interest of the Collateral Agent in the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed on Schedule A, shall hereby cease and become void. If and to the extent the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed in Schedule A, the Collateral Agent hereby re-transfers, re-conveys and re-assigns (in each case, without any recourse to, or any representation or warranty by, the Collateral Agent) such right, title or interest to the Grantors.

The Collateral Agent hereby terminates and cancels the Trademark Security Agreement (without any recourse to, or representation by, the Collateral Agent).

The Collateral Agent hereby agrees, upon reasonable request and at the sole expense of the Grantors, to duly execute, acknowledge, procure and deliver such further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

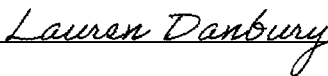
This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the day and year first written above.

**DEUTSCHE BANK AG NEW YORK
BRANCH,**
as Collateral Agent

By: 
Philip Tancorra
Director
philip.tancorra@db.com
212-250-6576

By: 
Lauren Danbury
Vice President

[Learfield – Signature Page to Learfield TM Release]

TRADEMARK
REEL: 008197 FRAME: 0316

**SCHEDULE A
TRADEMARKS**

	Owner	
1	Learfield Communications, LLC	Serial #: <u>73603328</u> Filing Dt: 06/09/1986 Reg #: <u>1441650</u> Reg. Dt: 06/02/1987 Mark: MINNESOTA NEWS NETWORK
2	Learfield Communications, LLC	Serial #: <u>74628893</u> Filing Dt: 02/02/1995 Reg #: <u>1930100</u> Reg. Dt: 10/24/1995 Mark: (DESIGN ONLY)
3	Learfield Communications, LLC	Serial #: <u>74736379</u> Filing Dt: 09/25/1995 Reg #: <u>1998323</u> Reg. Dt: 09/03/1996 Mark: LEARFIELD COMMUNICATIONS
4	Learfield Communications, LLC	Serial #: <u>76343852</u> Filing Dt: 12/03/2001 Reg #: <u>2656293</u> Reg. Dt: 12/03/2002 Mark: BROWNFIELD
5	Learfield Communications, LLC	Serial #: <u>76343853</u> Filing Dt: 12/03/2001 Reg #: <u>2639299</u> Reg. Dt: 10/22/2002 Mark: MISSOURINET
6	Learfield Communications, LLC	Serial #: <u>76567332</u> Filing Dt: 12/29/2003 Reg #: <u>2959151</u> Reg. Dt: 06/07/2005 Mark: LEARFIELD
7	Learfield Communications, LLC	Serial #: <u>76567333</u> Filing Dt: 12/29/2003 Reg #: <u>2959152</u> Reg. Dt: 06/07/2005 Mark: LEARFIELD SPORTS
8	Learfield Communications, LLC	Serial #: <u>76580753</u> Filing Dt: 03/12/2004 Reg #: <u>3025306</u> Reg. Dt: 12/13/2005 Mark: WISCONSIN RADIO NETWORK
9	Learfield Communications, LLC	Serial #: <u>76580754</u> Filing Dt: 03/12/2004 Reg #: <u>3025307</u> Reg. Dt: 12/13/2005 Mark: RADIO IOWA
10	SIDEARM Sports, LLC	Serial #: <u>77695007</u> Filing Dt: 03/19/2009 Reg #: <u>3692229</u> Reg. Dt: 10/06/2009 Mark: SIDEARM
11	Learfield Communications, LLC	Serial #: <u>85365707</u> Filing Dt: 07/07/2011 Reg #: <u>4311372</u> Reg. Dt: 04/02/2013 Mark: MONET
12	Learfield Communications, LLC	Serial #: <u>85366427</u> Filing Dt: 07/08/2011 Reg #: <u>4208711</u> Reg. Dt: 09/18/2012 Mark: SOUTH CAROLINA RADIO NETWORK
13	Learfield Communications, LLC	Serial #: <u>85366642</u> Filing Dt: 07/08/2011 Reg #: <u>4208712</u> Reg. Dt: 09/18/2012 Mark: NEBRASKA RADIO NETWORK
14	Learfield Sports, LLC	Serial #: <u>86137529</u> Filing Dt: 12/06/2013 Reg #: <u>4626272</u> Reg. Dt: 10/21/2014 Mark: CHANGING THE FACE OF COLLEGE SPORTS BUSINESS
15	Learfield Communications, LLC	Serial #: <u>86551534</u> Filing Dt: 03/03/2015 Reg #: NONE Reg. Dt: Mark: AGRIAMERICA

16	Learfield News & AG, LLC	Serial #: <u>86665960</u> Filing Dt: 06/17/2015 Reg #: <u>5001372</u> Reg. Dt: 07/19/2016 Mark: MINNESOTA FARM NETWORK
17	SME II, LLC	Serial #: <u>86914202</u> Filing Dt: 02/20/2016 Reg #: <u>5097228</u> Reg. Dt: 12/06/2016 Mark: THE ART & SCIENCE OF BRANDING.
18	Think Social, LLC	Serial #: <u>86920802</u> Filing Dt: 02/26/2016 Reg #: <u>5159097</u> Reg. Dt: 03/14/2017 Mark: THINK SOCIAL
19	SME II, LLC	Serial #: <u>86938813</u> Filing Dt: 03/14/2016 Reg #: NONE Reg. Dt: Mark: THE FUTURE OF BRANDED ENTERTAINMENT
20	Learfield Communications, LLC	Serial #: <u>87151192</u> Filing Dt: 08/25/2016 Reg #: NONE Reg. Dt: Mark: CAMPUS PLUS
21	Learfield Communications, LLC	Serial #: <u>87151197</u> Filing Dt: 08/25/2016 Reg #: <u>5330918</u> Reg. Dt: 11/07/2017 Mark: CAMPUS +
22	Learfield Communications, LLC	Serial #: <u>87151202</u> Filing Dt: 08/25/2016 Reg #: NONE Reg. Dt: Mark: CAMPUS + A SERVICE OF LEARFIELD
23	Learfield Communications, LLC	Serial #: <u>87151212</u> Filing Dt: 08/25/2016 Reg #: <u>5330919</u> Reg. Dt: 11/07/2017 Mark: HOW BUSINESS GOES TO SCHOOL
24	Learfield Communications, LLC	Serial #: <u>87152150</u> Filing Dt: 08/26/2016 Reg #: <u>5372654</u> Reg. Dt: 01/09/2018 Mark: LEARFIELD
25	Learfield Communications, LLC	Serial #: <u>87152165</u> Filing Dt: 08/26/2016 Reg #: <u>5372655</u> Reg. Dt: 01/09/2018 Mark: LEARFIELD
26	SIDEARM Sports, LLC	Serial #: <u>87161482</u> Filing Dt: 09/06/2016 Reg #: <u>5304761</u> Reg. Dt: 10/10/2017 Mark: SIDEARM SPORTS