

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audacy Operations, Inc.		09/05/2023	Corporation: DELAWARE
Eventful, LLC		09/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
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	
Registration Number:	6698725	THE REEL BUZZ	
Serial Number:	97536252	AUDACY DIGITAL AUDIENCE NETWORK	
Serial Number:	97157520	TALK HAS THE POWER TO SAVE LIVES	
Serial Number:	97918264	THE BETTOR ANGLE	
CORRESPONDENCE DATA			

CH \$415.00 6369949

Fax Number: 2124552502

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: 2124552592

Email: jnull@stblaw.com

Correspondent Name: Courtney Welshimer

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2431
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NAME OF SUBMITTER:	J. Jason Mull
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SIGNATURE:	/J. Jason Mull/
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DATE SIGNED:	09/19/2023
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of September 5, 2023 (this “**Agreement**”) among AUDACY OPERATIONS, INC., a Delaware corporation (“**Audacy Operations**”) and EVENTFUL, LLC, a Delaware limited liability company (together with Audacy Operations, the “**Grantors**” and each a “**Grantor**”), each having an address at 2400 Market Street, 4th Floor, Philadelphia, PA 19103, and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties.

Reference is made to the Security Agreement, dated as of October 17, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Audacy Capital Corp. (f/k/a Entercom Media Corp. and CBS Radio Inc.), a Delaware corporation, as borrower (the “**Borrower**”), the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of October 17, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, including pursuant to Amendment No. 1, dated as of March 3, 2017, Amendment No. 2, dated as of November 17, 2017, Amendment No. 3, dated as of April 30, 2019, Amendment No. 4, dated as of December 13, 2019, Amendment No. 5, dated as of July 20, 2020, Amendment No. 6, dated as of March 5, 2021, and Amendment No. 7, dated as of June 15, 2023, the “**Credit Agreement**”), among the Borrower, the Guarantors from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender and an L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). The Grantors are subsidiaries of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks under any Secured Hedge Agreements and Treasury Services Agreement and the undersigned Grantors are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Secured Hedge Agreements and Treasury Services Agreements. 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. The rules of construction specified in Article I of the Credit Agreement also apply to this 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 Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the 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 such 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. Termination. This Trademark Security 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 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 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 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the 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 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

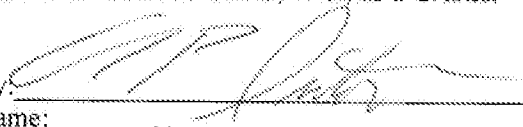
Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement, if then in effect and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement, if then in effect. In the event of any conflict between the terms of the Intercreditor Agreement, if then in effect, and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern.

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 Collateral Agent.

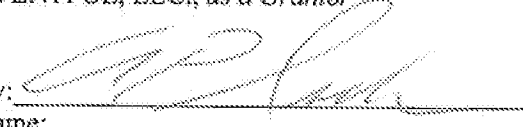
[Signatures on following page]

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

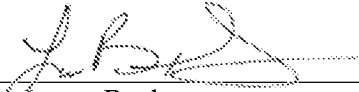
EVENTFUL, LLC., *as a Grantor*

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

[Trademark Security Agreement]

TRADEMARK
REEL: 008205 FRAME: 0606

JPMORGAN CHASE BANK, N.A.,
As Collateral Agent

By: 
Name: Lance Buxkemper
Title: Executive Director

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

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

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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.