# 900804447 10/04/2023

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM843619

Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
RESUBMIT DOCUMENT ID:	900742737	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JP MORGAN CHASE BANK N.A.		12/22/2022	National Banking Association: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	AUDACY OPERATIONS, INC.		
Street Address:	2400 MARKET ST., 4TH FLOOR		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2343285	KXTE

## **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.

Email: TRADEMARKSLEGAL@AUDACY.COM

Correspondent Name: TRADEMARKS DESK

Address Line 1: 2400 MARKET ST., 4TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	LAURA M. BERMAN
SIGNATURE:	/LAURA M. BERMAN/
DATE SIGNED:	10/04/2023

**Total Attachments: 4** 

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> TRADEMARK 900804447 REEL: 008262 FRAME: 0759

#### PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Partial Release</u>"), dated as of December 22, 2022 (the "<u>Effective Date</u>"), is made by JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent for the Secured Parties (the "<u>Collateral Agent</u>"), in favor of Audacy Operations, Inc., formerly known as CBS Radio Stations Inc. (the "Grantor").

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of October 17, 2016, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) the Trademark Security Agreement, dated as of October 17, 2016, between the Grantor and the Collateral Agent (the "Trademark Security Agreement"), as security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, the Grantor, pursuant and subject to the limitations set forth in the Security Agreement, pledged to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in the Trademark Collateral (as that term is defined in the Trademark Security Agreement), including the trademark registrations and applications thereof listed on Schedule I attached thereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 17, 2016 at Reel/Frame 005902/0402;

WHEREAS, the Trademarks of Grantor listed on <u>Schedule A</u> attached hereto (the "<u>Released Trademark Collateral</u>") were included in the Trademark Collateral; and

WHEREAS, the Grantor has notified the Collateral Agent that the Released Trademark Collateral has been assigned away and has requested, and the Collateral Agent has agreed, to provide this Partial Release in order to release, discharge, terminate and cancel its Security Interest solely in the Released Trademark Collateral.

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release of Security Interest in Released Trademark Collateral. The Collateral Agent, without recourse, representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its Security Interest in the Released Trademark Collateral arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without recourse, representation or warranty of any kind, hereby re-transfers, reconveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Limitation</u>. This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Collateral Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired,

TRADEMARK REEL: 008262 FRAME: 0760 interrupted or otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the Trademark Security Agreement and the Collateral Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

- 4. <u>Further Assurances</u>. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Partial Release.
- 5. <u>Governing Law</u>. This Partial Release shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to any conflicts provision that would result in the application of the laws of another jurisdiction.

TRADEMARK REEL: 008262 FRAME: 0761 IN WITNESS WHEREOF, the Collateral Agent has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

JPMORGAN CHASE BANK, N.A., acting in its capacity as Collateral Agent for the Secured Parties

By:

Name: Lance Buxkemper Title: Executive Director

[Signature Page to Beasley Swap Trademark Release]

# Schedule A Trademark Registrations and Applications

Owner	Trademark	Registration Number	Application Number
Audacy Operations, Inc.	KXTE	2343285	75691819

**RECORDED: 10/04/2023** 

TRADEMARK
REEL: 008262 FRAME: 0763