

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest Previously Recorded at Reel/Frame (7091/0702)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., as Resigning Collateral Agent		11/29/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, as Successor Collateral Agent		
Street Address:	500 Delaware Avenue		
Internal Address:	11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6120218	COMEDY NOW	
Registration Number:	6059976	LLAMA LOVE	
Registration Number:	5969331	LOVE AT FIRST FIGHT	
Registration Number:	6097714	SUPPORTING SOUND COMMUNITIES	
Registration Number:	5969332	SWINGS & MRS.	
Registration Number:	5969333	YOU BETTER YOU BET	
Registration Number:	5963463	TO WAR AND BACK	
Registration Number:	6095643	CASH THE TICKET	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	jmull@stblaw.com		
Correspondent Name:	Courtney Welshimer		
Address Line 1:	425 Lexington Avenue		

CH \$215.00 6120218

Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	509265/2431
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	12/05/2023
Total Attachments: 5 source=T05 - Audacy - Trademark SI Assignment (Executed)#page1.tif source=T05 - Audacy - Trademark SI Assignment (Executed)#page2.tif source=T05 - Audacy - Trademark SI Assignment (Executed)#page3.tif source=T05 - Audacy - Trademark SI Assignment (Executed)#page4.tif source=T05 - Audacy - Trademark SI Assignment (Executed)#page5.tif	

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This **ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS** (“Security Interest Assignment”), dated as of November 29, 2023, is made by **JPMORGAN CHASE BANK, N.A.** (“**JPM**”), in its capacity as the resigning Collateral Agent for the Secured Parties (in such capacity, the “Resigning Collateral Agent”), in favor of **WILMINGTON SAVINGS FUND SOCIETY, FSB**, in its capacity as successor Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacities, the “Successor Collateral Agent”).

WITNESSETH:

WHEREAS, reference is made to (i) the Security Agreement, dated as of October 17, 2016 (as amended, amended and restated, 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 (together with its successors and assigns, the “Borrower”), the other guarantors identified therein and who from time to time become a party thereto (collectively, the “Guarantors”), and the Resigning Collateral Agent, and (ii) 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, and Amendment No. 6, dated as of March 5, 2021, Amendment No. 7, dated as of June 15, 2023, Amendment No. 8, dated as of November 3, 2023, Amendment No. 9, dated as of November 13, 2023, and Amendment No. 10, dated as of November 19, 2023, the “Credit Agreement”) among the Borrower, the Guarantors from time to time party thereto, JPM, as Administrative Agent, Resigning Collateral Agent, the Swing Line Lender, and an L/C Issuer, and each lender named therein and from time to time party thereto;

WHEREAS, in connection with the Security Agreement and the Credit Agreement, the Resigning Collateral Agent is a party to that certain Trademark Security Agreement (Short-Form) dated as of October 29, 2020 (the “Trademark Security Agreement”) with the Borrower and Entercom Operations, Inc. (now known as Audacy Operations, Inc.) (together, the “Grantors” and each a “Grantor”), and such Trademark Security Agreement was recorded in the United States Patent and Trademark Office on October 29, 2020 at Reel/Frame: 7091/0702;

WHEREAS, pursuant to the Trademark Security Agreement, 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, pledged to the Resigning Collateral Agent for the benefit of the Secured Parties, and granted to the Resigning Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title and interest in or to all Trademark Collateral (as such term is defined in the Trademark Security Agreement), including those United States trademark registrations and applications listed on Schedule A hereto, and all goodwill connected with the use thereof and symbolized thereby;

WHEREAS, pursuant that certain Agreement of Agent Resignation, Appointment and Acceptance, dated as of November 29, 2023, by and among the Borrower, the Resigning Collateral Agent and the Successor Collateral Agent, the Resigning Collateral Agent resigned as Collateral Agent and the Successor Collateral Agent was appointed as Collateral Agent; and

WHEREAS, the Resigning Collateral Agent desires to assign its rights under the Trademark Security Agreement to the Successor Collateral Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Security Interest Assignment and not otherwise defined herein have the meanings specified in the Security Agreement or the Trademark Security Agreement, as applicable. The rules of construction specified in Article I of the Credit Agreement also apply to this Security Interest Assignment.

2. Assignment. The Resigning Collateral Agent hereby assigns and delegates to the Successor Collateral Agent all of the rights, powers, duties and interests of the Resigning Collateral Agent under the Trademark Security Agreement, including the Resigning Collateral Agent's Security Interest in the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including the trademark registrations and applications listed on Schedule A hereto and the goodwill connected with the use thereof and symbolized thereby, and the Successor Collateral Agent hereby accepts and assumes all such rights, powers, duties, and interests of the Resigning Collateral Agent under the Trademark Security Agreement as if it were the original collateral agent thereunder, including the Security Interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark registrations and applications listed on Schedule A hereto and the goodwill connected with the use thereof and symbolized thereby.

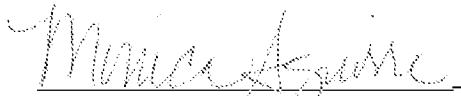
3. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

4. Recordation. The Resigning Collateral Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Security Interest Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

JPMORGAN CHASE BANK, N.A., in its capacity
as the Resigning Collateral Agent

By: 
Name: Monica D. Aguirre
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

JPMORGAN CHASE BANK, N.A., in its capacity
as the Resigning Collateral Agent

By: _____
Name:
Title:

**WILMINGTON SAVINGS FUND SOCIETY,
FSB**, in its capacity as the Successor Collateral Agent

By: Patrick J. Healy
Name: Patrick J. Healy
Title: Senior Vice President

SCHEDULE A

United States Trademarks

Grantor	Trademark or Service Mark	Date Granted	Registration No. and Jurisdiction
Audacy Operations, Inc.	Comedy Now	08/04/2020	6120218
Audacy Operations, Inc.	Llama Love	05/19/2020	6059976
Audacy Operations, Inc.	Love at First Fight	01/21/2020	5969331
Audacy Operations, Inc.	Supporting Sound Communities	07/07/2020	6097714
Audacy Operations, Inc.	Swings & Mrs.	01/21/2020	5969332
Audacy Operations, Inc.	You Better You Bet	01/21/2020	5969333
Audacy Operations, Inc.	To War and Back	01/14/2020	5963463
Audacy Operations, Inc.	CASH THE TICKET	07/07/2020	6095643