

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest Previously Recorded at Reel/Frame (8205/0601)		
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: 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	

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CORRESPONDENCE DATA**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**NAME OF SUBMITTER:** J. Jason Mull**SIGNATURE:** /J. Jason Mull/**DATE SIGNED:** 12/05/2023**Total Attachments: 6**

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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 September 5, 2023 (the “Trademark Security Agreement”) with Audacy Operations, Inc. and Eventful, LLC (together, the “Grantors” and each a “Grantor”), and such Trademark Security Agreement was recorded in the United States Patent and Trademark Office on September 19, 2023 at Reel/Frame: 8205/0601;

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.

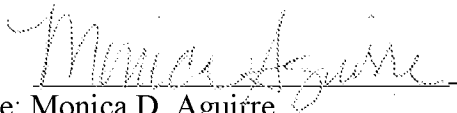
3. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

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, 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

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.