

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Air Hot, Inc.		12/26/2023	Corporation: DELAWARE
New Inspiration Broadcasting Company, Inc.		12/26/2023	Corporation: CALIFORNIA
Salem Communications Holding Corporation		12/26/2023	Corporation: OHIO
Salem Radio Network Incorporated		12/26/2023	Corporation: DELAWARE
Salem Web Network, LLC		12/26/2023	Limited Liability Company: DELAWARE
Eagle Products, LLC		12/26/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Broad Street,		
Internal Address:	5th Floor, Suite 540		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 71			
Property Type	Number	Word Mark	
Registration Number:	5714719	HOT AIR	
Registration Number:	5063075	INTELLIGENCE REPORT	
Registration Number:	6580945	DAYTRADESPY	
Registration Number:	2569476	THE FISH	
Registration Number:	2726199	FORECASTS & STRATEGIES	
Registration Number:	2736979	CROSSWALK.COM	
Registration Number:	2805120	CROSSWALK	
Registration Number:	2856493	DOUG FABIAN'S SUCCESSFUL INVESTING	
Registration Number:	3382286	CELEBRATE FREEDOM	
Registration Number:	3396955	KFSH	

OP \$1790.00 5714719

Property Type	Number	Word Mark
Registration Number:	3396982	KFAX
Registration Number:	3396984	KFIS
Registration Number:	3396987	KKFS
Registration Number:	3396999	KGU
Registration Number:	3397001	KKLA
Registration Number:	3397026	KRLA
Registration Number:	4188879	REDSTATE
Registration Number:	4470854	THE WORD IN PRAISE
Registration Number:	4599766	TODAY'S CHRISTIAN MUSIC
Registration Number:	4643211	FAMILY TALK
Registration Number:	4667592	THE ANSWER
Registration Number:	4675160	RADIO LUZ
Registration Number:	4793162	REGNERY
Registration Number:	4793163	LITTLE PATRIOT PRESS
Registration Number:	5661549	MUSIC THAT LIFTS YOU UP
Registration Number:	5661568	THAT'S MY STATION!
Registration Number:	5666806	SAFE FOR THE WHOLE FAMILY
Registration Number:	5666808	FISHFEST
Registration Number:	5666815	NIGHT LIGHT
Registration Number:	5686279	YOUR LIFE...INSPIRED
Registration Number:	5686286	ONEPLACE
Registration Number:	5703311	CROSSCARDS
Registration Number:	5721664	SERMONSPICE
Registration Number:	5722251	KLTY
Registration Number:	5722252	WAVA
Registration Number:	5722253	WMCA
Registration Number:	5751019	WFSH
Registration Number:	5751025	WIND
Registration Number:	5751029	KWRD
Registration Number:	5751057	KSKY
Registration Number:	5751061	WYLL
Registration Number:	5751317	WORD
Registration Number:	5751318	KPDQ
Registration Number:	5751319	KKHT
Registration Number:	5751322	KGNW
Registration Number:	5768767	WFHM
Registration Number:	5769689	KNUS
Registration Number:	5769691	WEZE

Property Type	Number	Word Mark
Registration Number:	5769692	KRYP
Registration Number:	5882032	BELIEVERS BUSINESS LEAGUE
Registration Number:	5888735	WFIL
Registration Number:	6367611	SALEM MEDIA GROUP
Registration Number:	6367631	SALEM MEDIA GROUP
Registration Number:	6405368	SERMONSEARCH
Registration Number:	6414236	LOVE HAPPENS HERE
Registration Number:	6792190	LA PATRONA
Registration Number:	6854919	SALEM SURROUND
Registration Number:	6943543	FORECASTS & STRATEGIES
Registration Number:	6886812	SALEM SURROUND
Registration Number:	5882101	SALEM RADIO NETWORK
Registration Number:	5888383	SRN
Registration Number:	3191433	PAJAMAS
Registration Number:	3347556	PAJAMASMEDIA
Registration Number:	3799257	SHIFT WORSHIP
Registration Number:	4189823	PJ MEDIA
Registration Number:	4356547	GODTUBE
Registration Number:	4536660	TEACHERTUBE
Registration Number:	4706370	TWITCHY
Registration Number:	4762271	TOWNHALL.COM
Registration Number:	5850152	PJ MEDIA
Registration Number:	7079556	TOWNHALL MEDIA

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy Pecsenye (KH 140690-01158)

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 140690-01158

NAME OF SUBMITTER: Timothy D. Pecsenye

SIGNATURE: /Timothy D. Pecsenye/

DATE SIGNED: 12/26/2023

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of December 26, 2023 by Air Hot, Inc., a Delaware corporation ("Air Hot"), New Inspiration Broadcasting Company, Inc., a California corporation ("New Inspiration"), Salem Communications Holding Corporation, an Ohio corporation ("Salem Communications"), Salem Radio Network Incorporated, a Delaware corporation ("Salem Radio Network"), Salem Web Network, LLC, a Delaware limited liability company ("Salem Web Network"), Eagle Products, LLC, a Delaware limited liability company ("Eagle Products," collectively, the "Grantors" and each individually, a "Grantor") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender");

WITNESSETH

WHEREAS, each Grantor, Salem Media Group, Inc. and other Persons signatory thereto from time to time as borrowers and guarantors and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof (in each case, to the extent not constituting Excluded Collateral), to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. [Reserved].

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.


7. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


GRANTORS:

**AIR HOT, INC.
NEW INSPIRATION BROADCASTING COMPANY, INC.
SALEM COMMUNICATIONS HOLDING CORPORATION
SALEM RADIO NETWORK INCORPORATED**

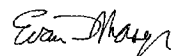
By: 
Name: Evan D. Masyr
Title: Executive Vice President, Chief Financial Officer

SALEM WEB NETWORK, LLC

**BY: SCA LICENSE CORPORATION,
its Managing Member**

By: 
Name: Evan D. Masyr
Title: Executive Vice President, Chief Financial Officer

**EAGLE PRODUCTS, LLC
BY: SALEM COMMUNICATIONS HOLDING CORPORATION,
its Managing Member**

By: 
Name: Evan D. Masyr
Title: Executive Vice President, Chief Financial Officer

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: *Gill Elmore*
Name: Gill Elmore
Title: Authorized Signatory

By: *Jason Schick*
Name: Jason Schick
Title: Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

SCHEDULE 1

(a) Patents and Patent Licenses

None.

(b) Trademarks and Trademark Licenses¹

Grantor	Trademark	Registration Date	Registration Number
Air Hot, Inc.	HOT AIR	04/02/2019	5714719
Eagle Products, LLC	INTELLIGENCE REPORT	10/18/2016	5063075
Eagle Products, LLC	DAYTRADESPY	12/07/2021	6580945
New Inspiration Broadcasting Company, Inc.	THE FISH	05/14/2022	2569476
Salem Communications Holding Corporation	FORECASTS & STRATEGIES	06/17/2003	2726199
Salem Communications Holding Corporation	CROSSWALK.COM	07/03/2003	2736979
Salem Communications Holding Corporation	CROSSWALK	01/13/2004	2805120
Salem Communications Holding Corporation	DOUG FABIAN'S SUCCESSFUL INVESTING	06/22/2004	2856493
Salem Communications Holding Corporation	CELEBRATE FREEDOM	02/12/2008	3382286
Salem Communications Holding Corporation	KFSH	03/18/2008	3396955

¹ NTD: Please update Trademarks schedule. Trademark with Registration Number 1604548 is missing.

Salem Communications Holding Corporation	KFAX	03/18/2008	3396982
Salem Communications Holding Corporation	KFIS	03/18/2008	3396984
Salem Communications Holding Corporation	KKFS	03/18/2008	3396987
Salem Communications Holding Corporation	KGU	03/18/2008	3396999
Salem Communications Holding Corporation	KKLA	03/18/2008	3397001
Salem Communications Holding Corporation	KRLA	03/18/2008	3397026
Salem Communications Holding Corporation	REDSTATE	08/14/2012	4188879
Salem Communications Holding Corporation	THE WORD IN PRAISE	01/21/2014	4470854
Salem Communications Holding Corporation	TODAY'S CHRISTIAN MUSIC	09/09/2014	4599766
Salem Communications Holding Corporation	FAMILY TALK	11/25/2014	4643211
Salem Communications Holding Corporation	THE ANSWER	01/06/2015	4667592
Salem Communications Holding Corporation	RADIO LUZ	01/20/2015	4675160
Salem Communications Holding Corporation	REGNERY	08/18/2015	4793162
Salem Communications Holding Corporation	LITTLE PATRIOT PRESS	08/18/2015	4793163

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Salem Communications Holding Corporation	MUSIC THAT LIFTS YOU UP	01/22/2019	5661549
Salem Communications Holding Corporation	THAT'S MY STATION!	01/22/2019	5661568
Salem Communications Holding Corporation	SAFE FOR THE WHOLE FAMILY	01/29/2019	5666806
Salem Communications Holding Corporation	FISHFEST	01/29/2019	5666808
Salem Communications Holding Corporation	NIGHT LIGHT	01/29/2019	5666815
Salem Communications Holding Corporation	YOUR LIFE...INSPIRED	02/26/2019	5686279
Salem Communications Holding Corporation	ONEPLACE	02/26/2019	5686286
Salem Communications Holding Corporation	CROSSCARDS	03/19/2019	5703311
Salem Communications Holding Corporation	SERMONSPICE	04/09/2019	5721664
Salem Communications Holding Corporation	KLTY	04/09/2019	5722251
Salem Communications Holding Corporation	WAVA	04/09/2019	5722252
Salem Communications Holding Corporation	WMCA	04/09/2019	5722253
Salem Communications Holding Corporation	WFSH	05/14/2019	5751019
Salem Communications Holding Corporation	WIND	05/14/2019	5751025

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Salem Communications Holding Corporation	KWRD	05/14/2019	5751029
Salem Communications Holding Corporation	KSKY	05/14/2019	5751057
Salem Communications Holding Corporation	WYLL	05/14/2019	5751061
Salem Communications Holding Corporation	WORD	05/14/2019	5751317
Salem Communications Holding Corporation	KPDQ	05/14/2019	5751318
Salem Communications Holding Corporation	KKHT	05/14/2019	5751319
Salem Communications Holding Corporation	KGNW	05/14/2019	5751322
Salem Communications Holding Corporation	WFHM	06/04/2019	5768767
Salem Communications Holding Corporation	KNUS	06/04/2019	5769689
Salem Communications Holding Corporation	WEZE	06/04/2019	5769691
Salem Communications Holding Corporation	KRYP	06/04/2019	5769692
Salem Communications Holding Corporation	BELIEVERS BUSINESS LEAGUE	10/15/2019	5882032
Salem Communications Holding Corporation	WFIL	10/22/2019	5888735
Salem Communications Holding Corporation	SALEM MEDIA GROUP	06/01/2021	6367611

Salem Communications Holding Corporation	SALEM MEDIA GROUP (DESIGN MARK)	06/01/2021	6367631
Salem Communications Holding Corporation	SERMONSEARCH	06/29/2021	6405368
Salem Communications Holding Corporation	LOVE HAPPENS HERE	07/13/2021	6414236
Salem Communications Holding Corporation	LA PATRONA	07/19/2022	6792190
Salem Communications Holding Corporation	SALEM SURROUND	09/27/2022	6854919
Salem Communications Holding Corporation	FORECASTS & STRATEGIES (DESIGN MARK)	01/03/2023	6943543
Salem Communications Holding Corporation	SALEM SURROUND (DESIGN MARK)	11/01/2022	6886812
Salem Radio Network Incorporated	SALEM RADIO NETWORK	10/15/2019	5882101
Salem Radio Network Incorporated	SRN	10/22/2019	5888383
Salem Web Network, LLC	PAJAMAS	01/02/2007	3191433
Salem Web Network, LLC	PAJAMASMEDIA	12/04/2007	3347556
Salem Web Network, LLC	SHIFT WORSHIP	06/08/2010	3799257
Salem Web Network, LLC	PJ MEDIA	08/14/2012	4189823
Salem Web Network, LLC	GODTUBE	06/25/2013	4356547
Salem Web Network, LLC	TEACHERTUBE	05/27/2014	4536660
Salem Web Network, LLC	TWITCHY	03/24/2015	4706370
Salem Web Network, LLC	TOWNHALL.COM	06/30/2015	4762271
Salem Web Network, LLC	PJ MEDIA (DESIGN MARK)	09/03/2019	5850152
Salem Web Network, LLC	TOWNHALL MEDIA	06/13/2023	7079556

(c) Copyrights and Copyright Licenses

Grantor	Copyright	Registration Date	Registration Number
Salem Communications Holding Corporation	The Michael Medved Show : no. 1-20	04/02/2007	SRu000664151
Salem Communications Holding Corporation	The Dennis Prager Show : no. 1-20	03/30/2007	SRu000664152
Salem Communications Holding Corporation	The Hugh Hewitt Show, Episodes 173-238, 10/1/07 - 12/31/07	07/22/2008	SRu000876202
Salem Communications Holding Corporation	The Hugh Hewitt Show, Episodes 239-303, 1/1/08 - 3/31/08	07/22/2008	SRu000876203
Salem Communications Holding Corporation	Janet Parshall's America : 130-195	07/22/2008	SRu000876205
Salem Communications Holding Corporation	Janet Parshall's America : 196-261	07/22/2008	SRu000876206
Salem Communications Holding Corporation	Janet Parshall's America : 262-325	07/22/2008	SRu000876207
Salem Communications Holding Corporation	The Dennis Prager Show, Episodes 283-347, 3/1/08 - 5/31/08	07/22/2008	SRu000876214
Salem Communications Holding Corporation	The Mike Gallagher Show : 130-195	07/22/2008	SRu000876215
Salem Communications Holding Corporation	The Mike Gallagher Show : 196-261	07/22/2008	SRu000876218
Salem Communications Holding Corporation	The Mike Gallagher Show : 262-325	07/22/2008	SRu000876221
Salem Communications Holding Corporation	The Dennis Prager Show, Episodes 218-282, 12/1/07 - 2/29/08	07/22/2008	SRu000876223

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Salem Communications Holding Corporation	The Dennis Prager Show, Episodes 153-217, 9/1/07 - 11/30/07	07/22/2008	SRu000876225
Salem Communications Holding Corporation	The Dennis Prager Show, Episodes 087-152, 6/1/07 - 8/31/07	07/22/2008	SRu000876226
Salem Communications Holding Corporation	The Hugh Hewitt Show, Episodes 108-172, 7/1/07 - 9/30/07	07/22/2008	SRu000876227
Salem Communications Holding Corporation	Bill Bennett's "Morning in America", Episodes 108-172, 7/1/07 - 9/30/07	07/22/2008	SRu000876228
Salem Communications Holding Corporation	Bill Bennett's "Morning in America", Episodes 239-303, 1/1/08 - 3/31/08	07/22/2008	SRu000876229
Salem Communications Holding Corporation	Bill Bennett's "Morning in America", Episodes 173-238, 10/1/07 - 12/31/07	07/22/2008	SRu000876231
Salem Communications Holding Corporation	Bill Bennett's "Morning in America", Episodes 304-368, 4/1/08 - 6/30/08	07/22/2008	SRu000876232
Salem Communications Holding Corporation	The Hugh Hewitt Show, Episodes 304-368, 4/1/08 - 6/30/08	07/22/2008	SRu000876233
Salem Communications Holding Corporation	The Michael Medved Show : 218-282	07/22/2008	SRu000876234
Salem Communications Holding Corporation	The Michael Medved Show : 087-152	07/22/2008	SRu000876235
Salem Communications Holding Corporation	The Michael Medved Show : 283-347	07/22/2008	SRu000876237
Salem Communications Holding Corporation	The Michael Medved Show : 153-217	07/22/2008	SRu000876238
Salem Communications Holding Corporation	Janet Parshall's America, Episodes 1-27, 31-63; 2/1/07 - 4/30/07	10/22/2007	SRu000879936
Salem Communications Holding Corporation	The Bill Bennett Show, Episodes 1-29, 31,32, 39-42; 2/1/07 - 3/30/07	10/22/2007	SRu000879938

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Salem Communications Holding Corporation	The Hugh Hewitt Show, Episodes 1-33, 38-42, 2/1/07 -3/30/07	10/22/2007	SRu000882947
Salem Communications Holding Corporation	The Mike Gallagher Show, Episodes 1-63, 2/1/07 - 4/30/07	10/22/2007	SRu000882952
Salem Communications Holding Corporation	The Hugh Hewitt Show, Episodes 043-107, 4/2/07 - 6/29/07	09/04/2008	SRu000889343
Salem Communications Holding Corporation	The Michael Medved Show : 021-086	03/18/2008	SRu001037379
Salem Communications Holding Corporation	Avalon / by Merrill Farnsworth.	02/04/2000	TX0005133008
Salem Communications Holding Corporation	Steven Curtis Chapman / By Melissa Riddle.	02/14/2000	TX0005136607
Salem Communications Holding Corporation	CCM lifelines : newsboys / by Lucas W. Hendrickson.	07/11/2000	TX0005249670
Salem Communications Holding Corporation	CCM lifelines : the 100 greatest albums in Christian music / Thom Granger, editor.	02/16/2001	TX0005292804
Salem Communications Holding Corporation	Audio Adrenaline : the unbiased, unabridged & unbelievable story of Audio Adrenaline / by Shari MacDonald.	02/16/2001	TX0005296474
Salem Communications Holding Corporation	Jaci Velasquez / by Linda Warren.	02/16/2001	TX0005296475
Salem Radio Network Incorporated	The Dennis Prager show : 9/19/2005 through 9/23/2005 episodes / Dennis Prager	01/25/2006	SR0000378812

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