

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313593

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CORTLAND CAPITAL MARKET SERVICES LLC		07/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOWNSQUARE MEDIA, LLC		
<b>Street Address:</b>	240 Greenwich Avenue		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85818347	LOUDWIRE	
<b>Serial Number:</b>	85814899	TASTE OF COUNTRY	
<b>Serial Number:</b>	85815043	POP CRUSH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>			
<b>Phone:</b>	2124464800		
<b>Email:</b>	hayley.smith@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	Attn Hayley Smith, Sr. Legal Assistant		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	11923-5 (HS)		
<b>NAME OF SUBMITTER:</b>	Hayley Smith		
<b>SIGNATURE:</b>	//Hayley Smith//		
<b>DATE SIGNED:</b>	08/11/2014		
<b>Total Attachments: 3</b>			
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**RELEASE OF TRADEMARK SECURITY AGREEMENT**

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of July 29, 2014, is made by CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as Security Agent for the Purchasers (the "Security Agent") under that certain Purchase Agreement dated as of November 14, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") among the Issuer, the Security Agent, the guarantors party thereto and the Purchasers, and is as follows:

WHEREAS, TOWNSQUARE MEDIA, LLC, a Delaware limited liability company ("Debtor"), and the Security Agent are parties to that certain Trademark Security Agreement dated as of November 14, 2013, which was recorded with The United States Patent and Trademark Office on November 18, 2013 in its records at Reel 5156, Frame 0423 (the "Agreement"); capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted to the Security Agent a Lien on and security interest in all of the Debtor's right, title and interest in, to and under the Trademark Collateral (as defined in the Agreement), including, without limitation: (a) all of Debtor's Trademarks providing for the grant by or to the Debtor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a "Trademark", and collectively, the "Trademarks"); (b) all renewals and extensions of the Trademarks; (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

WHEREAS, the Security Agent desires to release its rights and security interests in the Trademark Collateral.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Security Agent hereby fully and finally releases and terminates (i) its Lien on and security interest in (for the benefit of Purchasers), and other rights, title and interest, if any, in, to and under the Trademark Collateral and (ii) any and all other rights it (for the benefit of Purchasers) may have under the Agreement. The Security Agent agrees to execute and deliver such further instruments and take or cause to be taken other or further action as Debtor may reasonably request in order to perfect, confirm or evidence such release.

In the event of any conflict between the Security Agreement and this Release, the Security Agreement shall control.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed as of the day and year first above written.

**CORTLAND CAPITAL MARKET SERVICES  
LLC, as Security Agent**

By:   
Name: **Emily Ergang Pappas**  
Title: **Associate Counsel**

**SCHEDULE I**

	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Owner</b>
1.	LOUDWIRE	U.S. Federal	Pending	85818347	08-JAN-2013	Townsquare Media, LLC
2.	TASTE OF COUNTRY	U.S. Federal	Pending	85814899	03-JAN-2013	Townsquare Media, LLC
3.	POP CRUSH	U.S. Federal	Pending	85815043	03-JAN-2013	Townsquare Media, LLC