

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684512

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|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |  |
| <b>CONVEYING PARTY DATA</b>   |  |                       |  |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                     |
| WIDEORBIT LLC   |  | 10/20/2021            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | AUDACY OPERATIONS INC.                             |                       |  |
| <b>Street Address:</b>  | 2400 MARKET ST., 4TH FLOOR                         |                       |  |
| <b>City:</b>  | PHILADELPHIA                                       |                       |  |
| <b>State/Country:</b>   | PENNSYLVANIA                                       |                       |  |
| <b>Postal Code:</b>   | 19103  |                       |  |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 2644104  | ABACAST               |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  |  |                       |  |
| <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>   | 6106605655   |                       |  |
| <b>Email:</b>   | TRADEMARKSLEGAL@AUDACY.COM                         |                       |  |
| <b>Correspondent Name:</b>  | RACHEL CHILDRESS                                   |                       |  |
| <b>Address Line 1:</b>  | 2400 MARKET ST., 4TH FLOOR                         |                       |  |
| <b>Address Line 2:</b>  | 2400 MARKET ST., 4TH FLOOR                         |                       |  |
| <b>Address Line 4:</b>  | PHILADELPHIA, PENNSYLVANIA 19103                   |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Andrew P. Sutor, IV                                |                       |  |
| <b>SIGNATURE:</b>   | /ANDREW P. SUTOR, IV/                              |                       |  |
| <b>DATE SIGNED:</b>   | 10/29/2021   |                       |  |
| <b>Total Attachments: 5</b>   |  |                       |  |
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| source=FEDERAL - TRADEMARK ASSIGNMENT - ABCAST (WIDEORBIT) (EVIDENCE) (10.20.21)#page3.tif  |  |                       |  |
| source=FEDERAL - TRADEMARK ASSIGNMENT - ABCAST (WIDEORBIT) (EVIDENCE) (10.20.21)#page4.tif  |  |                       |  |

OP \$40.00 2644104



## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”), dated as of October 20, 2021, is made by WIDEORBIT LLC (“**Seller**”), a Delaware limited liability company, in favor of AUDACY OPERATIONS, INC. (“**Buyer**”), a Delaware corporation.

WHEREAS, a certain trademark of the name “Abacast” is registered with the United States Patent and Trademark Office, filed on January 28, 2001, with Registration Number 2644104, registered to Abacast, Inc., a State of Washington corporation, being the same trademark listed in Schedule 1 attached hereto;

WHEREAS, on December 22, 2014, Articles of Merger were filed with the Secretary of State of the State of Washington under which Abacast, Inc., a Washington corporation was merged with and into WideOrbit Inc., a Delaware corporation which became the surviving corporation in said merger;

WHEREAS, on September 1, 2020, at 8:07 am, a Certificate of Merger was filed with the Secretary of State of the State of Delaware, effective at 9:00 am on September 1, 2020, under which WideOrbit Inc. had merged with and into it an entity known as WideOrbit Merger Corporation;

WHEREAS, under the aforesaid Certificate of Merger filed on September 1, 2020, with the Secretary of State of the State of Delaware, WideOrbit Inc., the surviving corporation, took the name WideOrbit Opco Inc.;

WHEREAS, under a Certificate of Conversation and Certificate of Formation, both filed with the Secretary of State of the State of Delaware on September 1, 2020, at 3:46 pm, effective at 4:00 pm on September 1, 2020, WideOrbit Opco Inc. was converted to a limited liability company known as WideOrbit LLC, being the “**Seller**” referenced above; and

WHEREAS, pursuant to that certain Asset Purchase Agreement, which is being contemporaneously executed by Buyer and Seller (the “**Asset Purchase Agreement**”), Seller has agreed to assign the above-referenced trademark to Buyer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following: (a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademark**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark; (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer.

3. General. This Trademark Assignment: (a) shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; (b) constitutes the entire agreement between the Parties regarding its subject matter and may only be amended in a writing executed by both Parties; (c) and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction); and (d) may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. No Modification or Qualification of Asset Purchase Agreement. Nothing in this Assignment shall be deemed to modify or qualify any provision in the aforesaid Asset Purchase Agreement being contemporaneously executed by Buyer and Seller. In the event there is any inconsistency or conflict between any provision in the Asset Purchase Agreement and any provision in this Assignment, the Asset Purchase Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

WIDEORBIT LLC

By: 

Name: Eric Mathewson

Title: Chief Executive Officer

Address for Notices:

1160 Battery Street, #300

San Francisco, CA 94111

AGREED TO AND ACCEPTED:

AUDACY OPERATIONS, INC.

By: 

Name: Andrew P. Sutor, IV

Title: Executive Vice President

Address for Notices:

2400 Market Street, 4<sup>th</sup> Floor,

Philadelphia, PA 19103

**TRADEMARK**

**REEL: 007477 FRAME: 0030**

**SCHEDULE 1**

**Assigned Trademark**

Trademark Registration:

| <b>Mark</b> | <b>Jurisdiction</b>                       | <b>Registration Number</b> | <b>Registration Date</b> |
|-------------|---|----------------------------|--------------------------|
| Abacast     | United States Patent and Trademark Office | 2644104                    | 10/29/2002               |