OP \$40.00 2326583

ETAS ID: TM817620

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK TRUST COMPANY AMERICAS		03/29/2023	Chartered Bank:

RECEIVING PARTY DATA

Name:	AUDACY ATLAS, LLC
Street Address:	2400 MARKET ST.,
Internal Address:	4TH FLOOR
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2326583	KLUV

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: 2675232125

Email: TRADEMARKSLEGAL@AUDACY.COM

Correspondent Name: RACHEL CHILDRESS

Address Line 1: 2400 MARKET ST., 4TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	ANDREW P. SUTOR, IV	
SIGNATURE:	/ANDREW P. SUTOR, IV/	
DATE SIGNED:	06/15/2023	

Total Attachments: 5

source=Audacy Atlas - KLUV Deutsche Bank Partial Release of Security Interest in Trademarks (2023)

(Executed)#page1.tif

source=Audacy Atlas - KLUV Deutsche Bank Partial Release of Security Interest in Trademarks (2023)

(Executed)#page2.tif

source=Audacy Atlas - KLUV Deutsche Bank Partial Release of Security Interest in Trademarks (2023)

(Executed)#page3.tif

source=Audacy Atlas - KLUV Deutsche Bank Partial Release of Security Interest in Trademarks (2023) (Executed)#page4.tif

source=Audacy Atlas - KLUV Deutsche Bank Partial Release of Security Interest in Trademarks (2023)

(Executed)#page5.tif

RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of March 29, 2023 (the "Effective Date"), is made by Deutsche Bank Trust Company Americas, in its capacity as Collateral Agent (the "Agent"), in favor of Audacy Atlas, LLC ("Atlas").

WHEREAS, pursuant to that certain Second Lien Notes Security Agreement dated as of April 30, 2019, by and among the Agent, Atlas's predecessor-in-interest and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Atlas's predecessor-in-interest granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, Atlas's predecessor-in-interest executed and delivered a Trademark Security Agreement, dated as of April 30, 2019 (the "<u>Trademark Security</u> Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 8, 2019 at Reel/Frame 6643/0808;

WHEREAS, in reliance of the representations and warranties concerning the transactions referenced in that certain Officer's Certificate, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule A attached hereto (the "Released Trademark Collateral"), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby retransfers, re-conveys and re-assigns such right, title or interest to Atlas.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to Atlas and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably

AUD:137559

requested by Atlas, at Atlas's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

Deutsche Bank Trust Company Americas, acting in its capacity as Agent

By:

Name: Joseph Denno Title: Vice President ATLAS: AUDACY ATLAS, LLC

DocuSigned by:

andrew P. Sutor, IV

Andrew P. Sutor, IV
Executive Vice President

Schedule A Trademark Registrations and Applications

Owner	Trademark	Registration Number	Serial Number
Audacy Atlas, LLC	KLUV	2326583	75687060

RECORDED: 06/15/2023