

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI176269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MediaCo Operations LLC		04/17/2024	Limited Liability Company: DELAWARE
MediaCo Holding Inc.		04/17/2024	Corporation: INDIANA
RECEIVING PARTY DATA			
Company Name:	WHITEHAWK CAPITAL PARTNERS LP, as Term Agent		
Street Address:	11601 Wilshire Boulevard, Suite 1250		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	80025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	3464395	ALARMA TV	
Registration Number:	2980520	BUSCANDO AMOR	
Registration Number:	3066878	DIVORCIO USA	
Registration Number:	3472972	EL NORTE	
Registration Number:	5306743	ESTRELLATV	
Registration Number:	3288703	ESTUDIO 2	
Registration Number:	3029912	GANA LA VERDE	
Registration Number:	3518439	GENTV	
Registration Number:	2960294	GEN-TV	
Registration Number:	2986929	JOSÉ LUIS SIN CENSURA	
Registration Number:	4686216	LA ESTACION DE LA RAZA	
Registration Number:	2730212	LA RANCHERA	
Registration Number:	4686217	LA RAZA 98.5 Y 103.3 FM	
Registration Number:	3056810	LOS ANGELES EN VIVO	
Registration Number:	3013690	SECRETOS	
Registration Number:	6667825	TU-NIGHT CON OMAR CHAPARRO	
Registration Number:	2960293	WGEN-TV	
Registration Number:	6695677	LA MASCARA DEL AMOR	
		TRADEMARK	

CH \$890.00.00 78908816

Property Type	Number	Word Mark
Registration Number:	7188525	HOT 97
Registration Number:	6785239	CIRCLE OF SISTERS
Registration Number:	4194765	HIP HOP HAS HEART
Registration Number:	2477364	HOT 97
Registration Number:	4197746	HOT 97 FM
Registration Number:	5013063	HOT 97 FM
Registration Number:	4383963	HOT 97 FM
Registration Number:	4799465	RIDE OR DIE
Registration Number:	2326867	WBLS
Registration Number:	2393181	WBLS 107.5 FM
Registration Number:	3123677	WHERE HIP HOP LIVES
Registration Number:	4846366	WHERE HIP HOP LIVES
Registration Number:	3178337	WHO'S NEXT
Registration Number:	3199618	WHO'S NEXT LIVE
Registration Number:	6320058	WN WHO'S NEXT
Registration Number:	7240208	RICA FAMOSA LATINA
Registration Number:	7027485	AGUA FRESCA

CORRESPONDENCE DATA

Fax Number: 2149813400

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: (214)981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	070536-30250
NAME OF SUBMITTER:	CHARNELLE CLARK
SIGNATURE:	CHARNELLE CLARK
DATE SIGNED:	04/18/2024

Total Attachments: 6

- source=18. WhiteHawk_Mediaco - Trademark Security Agreement [executed]#page1.tif
- source=18. WhiteHawk_Mediaco - Trademark Security Agreement [executed]#page2.tif
- source=18. WhiteHawk_Mediaco - Trademark Security Agreement [executed]#page3.tif
- source=18. WhiteHawk_Mediaco - Trademark Security Agreement [executed]#page4.tif
- source=18. WhiteHawk_Mediaco - Trademark Security Agreement [executed]#page5.tif
- source=18. WhiteHawk_Mediaco - Trademark Security Agreement [executed]#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2024, is made by MediaCo Operations LLC, a Delaware limited liability company (“Operations”) and MediaCo Holding Inc., an Indiana Corporation (“Holding”, and together with Operations, “the “Grantors” and each a “Grantor”), in favor of **WHITEHAWK CAPITAL PARTNERS LP**, as term agent (in such capacity, together with its successors and permitted assigns, the “Term Agent”) for the Term Lenders (each as defined in the Term Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Term Loan Agreement dated as of April 17, 2024 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Term Loan Agreement”) by, among others, **MEDIACO HOLDING INC.**, an Indiana corporation, the other Borrowers party thereto, the Guarantors party thereto, the Term Agent and the Term Lenders from time to time party thereto, the Term Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Security Agreement dated as of April 17, 2024 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Term Agent, to pledge its assets as security for the Secured Obligations (as defined in the Security Agreement) of the Borrowers; and

WHEREAS, each Grantor is party to the Security Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Term Lenders to extend and/or maintain credit under the Term Loan Agreement, each Grantor hereby agrees with the Term Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Term Loan Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of each Grantor, hereby mortgages, pledges and hypothecates to the Term Agent for the benefit of the Secured Parties, and grants to the Term Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Obligations 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 or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Term Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Term Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

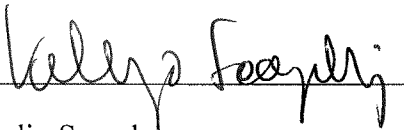
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

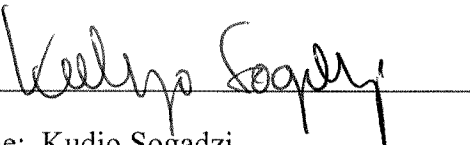
**MEDIACO OPERATIONS LLC, as a
Grantor**

By: 

Name: Kudjo Sogadzi

Title: President and Chief Operating Officer

MEDIACO HOLDING INC., as a Grantor

By: 

Name: Kudjo Sogadzi

Title: Interim President and Chief Operating
Officer

ACCEPTED AND AGREED

as of the date first above written:

WHITEHAWK CAPITAL PARTNERS LP,

as Term Agent

By: 

Name: Robert Louzan

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008403 FRAME: 0991

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations¹

1. REGISTERED TRADEMARKS

Mark	Reg. Date	Reg. No.
ALARMA TV	7/8/2008	3464395
BUSCANDO AMOR	8/2/2005	2980520
DIVORCIO USA	3/7/2006	3066878
EL NORTE	7/22/2008	3472972
ESTRELLATV	10/10/2017	5306743
ESTUDIO 2	9/4/2007	3288703
GANA LA VERDE	12/13/2005	3029912
GENTV	10/14/2008	3518439
GEN-TV	6/7/2005	2960294
JOSE LUIS SIN CENSURA	8/23/2005	2986929
LA ESTACION DE LA RAZA	2/17/2015	4686216
LA RANCHERA	6/24/2003	2730212
LA RAZA 98.5 Y 103.3 FM	2/17/2015	4686217
LOS ANGELES EN VIVO	2/7/2006	3056810
SECRETOS	11/8/2005	3013690
TU-NIGHT CON OMAR CHAPARRO	3/8/2022	6667825
WGEN-TV	6/7/2005	2960293
LA MASCARA DEL AMOR	4/5/2022	6695677
 (HOT 97 logo)	10/10/2023	7188525
 (CIRCLE OF SISTERS & LOGO)	7/12/2022	6785239

¹ USPTO Records to be updated.

Mark	Reg. Date	Reg. No.
HIP HOP HAS HEART (HIP HOP HAS HEART)	8/21/2012	4194765
HOT 97	8/14/2001	2477364
HOT 97 FM (HOT 97 FM)	8/28/2012	4197746
HOT 97 FM (HOT 97 FM)	8/1/2016	5013063
 (HOT 97 FM & Design)	8/13/2013	4383963
RIDE OR DIE (RIDE OR DIE)	8/25/2015	4799465
WBLS (WBLS)	3/7/2000	2326867
 (WBLS 107.5 FM & LOGO)	10/10/2000	2393181
WHERE HIP HOP LIVES (WHERE HIP HOP LIVES)	8/1/2016	3123677
WHERE HIP HOP LIVES (WHERE HIP HOP LIVES)	11/3/2015	4846366
WHO'S NEXT (WHO'S NEXT)	11/28/2006	3178337
WHO'S NEXT LIVE (WHO'S NEXT LIVE)	1/16/2007	3199618
 WHO'S NEXT (WN WHO'S NEXT & Logo)	4/13/2021	6320058
RICAFAMOSA LATINA	12/12/2023	7240208
AGUAFRESCA	4/11/2023	7027485

2. TRADEMARK APPLICATIONS - None

4856-9977-3878