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To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):
 Cumulus Media, Inc.
 Individual(s) Association
 General Partnership Limited
 Corporation-State (IL) Partnership
 Other:

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Trademark License Agreement

Execution Date: October 13, 1998

2. Name and address of receiving party(ies):
 Name: Cumulus Broadcasting, Inc.
 Internal Address:
 Street Address: 875 N. Michigan Avenue, Suite 3650
 City: Chicago State: IL Zip: 60611

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State (NV)
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional names(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/490,439

B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Kristine M. Strodthoff
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202

6. Total number of applications and registrations involved:.....[1]

7. Total fee (37 CFR 3.41):\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 07-1509
 (Attach duplicate copy of this page if paying by deposit account)

10/28/1998 SOURCE 00000160 75490439
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristine M. Strodthoff Kristine M Strodthoff 15-OCT-1998
 Name of Person Signing Signature Date

Total Number of pages comprising cover sheet: [1]

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("License") is made and entered into as of the 13 day of October, 1998, by and between Cumulus Media Inc., an Illinois corporation ("Licensor"), and Cumulus Broadcasting, Inc., a Nevada corporation ("Licensee").

WITNESSETH:

WHEREAS, Licensor owns all rights in and to the CIRCLE DESIGN trademark in connection with radio broadcasting services, as shown in the attached Addendum (the "Mark"); and

WHEREAS, Licensee desires to use the Mark in the United States and in foreign countries in connection with its radio broadcasting services;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as set forth below.

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive, royalty free license to use the Mark during the term hereof. The Licensee acknowledges and agrees that it shall have no ownership rights in or to the Mark, nor shall it be authorized or entitled to register the Mark or any marks confusingly similar thereto.
2. **Licensee's Obligations.** Licensee agrees to use the Mark only as specified or contemporaneously used by Licensor, and only in such manner as may be approved by Licensor, which approval shall not be unreasonably withheld or delayed. Without limiting the generality of the foregoing, Licensee shall print a notation on all packaging, labels, advertisements, and promotional material (including letterhead) on which the Mark appears, that the Mark is owned by Licensor and that its use is a licensed use, if such notation is requested by Licensor. All advertising, promotion and other uses of the Mark will be in good taste and in such manner as will maintain or enhance the value of the Mark and the reputation of Licensor, as reasonably determined by Licensor. Licensor shall have the right to inspect, at all reasonable times, the goods and services offered or sold under the Mark to ensure that such goods or services meet the reasonable quality standards of Licensor. Licensee agrees to abide by such reasonable standards of quality relating to the production and sale of products and services provided by Licensee, as may be prescribed by Licensor from time to time. Licensee agrees to, at its own cost, cooperate with Licensor to maintain and enforce all common law and statutory rights in the Mark. Licensee agrees not to take any actions which may impair or encumber Licensor's rights in and to the Mark.
3. **No Obligation of Licensor.** Notwithstanding anything to the contrary in this License, Licensor shall have no obligation or duty to Licensee to enforce any rights Licensor may have in the Mark. In addition, Licensor may, without notice to Licensee, grant additional licenses or rights to use the Mark, or abandon its use of the Mark.

4. **Term/Termination.** The term of this License shall commence upon the date hereof and shall continue until Licensor shall in its sole and unfettered discretion provide Licensee with ninety (90) days prior written notice of termination. Upon termination of this License, Licensee shall discontinue all use of the Mark and shall not, at any time thereafter, use the Mark or any other trademarks, service marks or tradenames similar thereto or likely to be confused therewith. Licensee shall destroy or turn over to Licensor any inventory, packaging or advertising materials bearing any form of any of the Marks in existence at the time of termination.

5. **Enforcement of Licensor's Rights.**

- a) **Third Party Infringement.** The parties acknowledge and agree that Licensor may, in its sole discretion, enforce all rights in the Mark against third parties infringing those rights.
- b) **Cooperation.** The Licensee agrees to, at its own cost, cooperate fully in the enforcement of Licensor's rights, including without limitation, releasing information and documents relevant thereto, participation in any litigation brought thereunder, and/or appearance as witnesses therein. Licensee agrees to promptly notify Licensor of any third party activities in possible violation of Licensor's rights.
- c) **Recoveries.** The parties agree that the Licensor shall have the exclusive right to any recovery received as a result of enforcement actions conducted pursuant to this Section.

6. **Indemnification.**

- a) **Dispute of Mark.** Licensee agrees that it will not during the term of this Agreement or thereafter, dispute or contest, directly or indirectly, the validity or enforceability of the Mark, nor directly or indirectly attempt to depreciate the value of the goodwill attaching to the Mark, nor counsel, procure or assist anyone else to do any of the foregoing. Licensee shall, at Licensor's cost, cooperate with and assist Licensor in the prosecution or defense of any proceedings with respect to the Mark and shall execute such documents and do such acts and things as may, in the opinion of counsel for Licensor, be necessary to the prosecution or defense of any such proceedings.
- b) **No Authority.** Licensee has no authority to bind Licensor in any manner or form whatever, or to assume or incur any obligation or responsibility (express or implied) for or on behalf of Licensor. Licensee agrees, during and after the term of this Agreement, to indemnify Licensor against all liabilities, loss, damages, costs and expenses (including legal fees) sustained or incurred by Licensor as a result of any act or omission on the part of Licensee or any of its employees, agents, or other persons for whom in law it is responsible, or as a result of any

claim or demand of any person arising from the operation of Licensee's business, or arising from Licensee's use of the Mark.

- c) **Modification of Mark.** If it becomes advisable at any time, in the sole discretion of Licensor, for Licensee to modify or discontinue its use of the Mark, or to use one or more additional or substitute trademarks, Licensee agrees to do so at Licensee's expense. This Agreement will apply to any such new or modified trademark, and the definitions of "Mark" will be deemed modified accordingly. Licensee shall immediately cease all use of any discontinued trademarks. Licensee agrees to comply with any requests or suggestions by Licensor to correct or change the way in which the Mark is used by Licensee.

7. **Notices.** All notices or other communication required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when hand delivered, when sent by prepaid express or courier delivery service, when sent by facsimile transmission actually received by the receiving equipment or three (3) days after deposited in the United States mail, certified mail, postage prepaid, return receipt requested, in each case addressed as follows, or to such other address as shall be designated by notice duly given:

IF TO THE LICENSEE:

CUMULUS BROADCASTING, INC.
875 North Michigan Ave., Ste. 3650

Chicago, Illinois 60611

Attn: *TERRANCE J. LEAHY*

IF TO THE LICENSOR:

CUMULUS MEDIA INC.
111 East Kilbourn Ave., Ste. 2700

Milwaukee, Wisconsin 53202

Attn: *TERRANCE J. LEAHY*

With a Copy to:

GODFREY & KAHN, S.C.

North Water Street

Milwaukee, Wisconsin 53202

Attn: Kristine M. Strodthoff

Fax No.: (414) 273-5198

8. **Binding Effect.** This License will bind and inure to the benefit of the parties and their respective permitted heirs, successors, assigns and legal representatives.
9. **Governing Law/Consent to Jurisdiction and Venue.** This License and all questions arising in connection with it will be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of Illinois. Each party consents to the personal jurisdiction of the state and federal courts located in the State of Illinois in

connection with any controversy related to this Agreement, and waives any argument that venue in any such forum is inconvenient.

10. **Counterparts.** This License may be executed in counterparts, each of which shall be considered but one and the same agreement, and shall become effective when counterparts have been signed by each party and delivered to the other party.

11. **Assignment.**


- a) **Licensee.** The parties agree that Licensee shall not assign its rights and obligations under this License in whole or in part, without the prior written consent of Licensor.
- b) **Licensor.** The parties agree that Licensor may assign or transfer its rights under this License in whole or in part after ten (10) days written notice to Licensee. Licensor's assignee or transferee shall enjoy the same rights and obligations as were held by Licensor.

12. **Entire Agreement.** The parties agree that this License contains the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all previous communications, proposals, representations, and agreements, whether oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this License to be executed as of the date first above written.

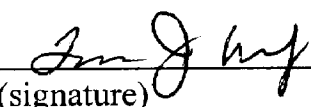
LICENSOR:

CUMULUS MEDIA INC.

By: 
(signature)
TERRENCE J. LEAHY
(printed name)
GENERAL COUNSEL AND SECRETARY
(title)

LICENSEE:

CUMULUS BROADCASTING, INC.

By: 
(signature)
TERRENCE J. LEAHY
(printed name)
VICE PRESIDENT AND SECRETARY
(title)

ADDENDUM

CIRCLE DESIGN Trademark (the "Mark")

