

04-19-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION TRADEMARK

DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 4-4-02 Lehman Commercial Paper, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State New York [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: Cumulus Media Inc. Internal Address: Building 14, Floor 14 Street Address: 3235 Piedmont Road City: Atlanta State: GA Zip: 30305 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Illinois [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other Termination and Release of Security Interest in Trademarks Execution Date: March 28, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,390,298 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Sidney R. Brown Internal Address: Jones, Day, Reavis & Pogue 3500 SunTrust Plaza Street Address: 303 Peachtree Street City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 1

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

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

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. Sidney R. Brown Name of Person Signing Signature Date 4-5-02

Total number of pages including cover sheet, attachments, and document: 5

04/18/2002 DBYRNE 00000273 2390298 40.00

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of March 28, 2002 from Lehman Commercial Paper, Inc., a New York corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Cumulus Media Inc., an Illinois corporation with its principal place of business located at 3235 Piedmont Road, Building 14, Floor 14, Atlanta, Georgia 30305.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, dated as of August 31, 1999, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 17, 1999 at Reel 01963 and Frame 0001;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

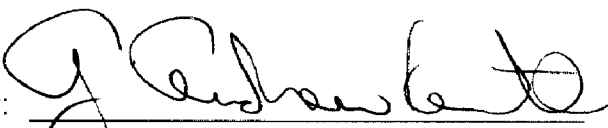
1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

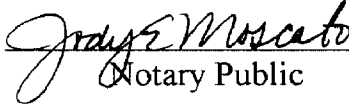
LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: 
Name: G. Andrew Keith
Title: Senior Vice President

STATE OF New York)
)
COUNTY OF New York)

ss.:

On this 27th day of March, 2002, before me personally appeared
Mr. Andrew Kerth to me known who, being by me duly sworn, did depose and say that
he/she is Authorized Signatory of Lehman Commercial Paper, Inc., described herein and
which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to
the authority granted by Lehman Commercial Paper, Inc..


Notary Public

JODY E. MOSCATO
NOTARY PUBLIC, State of New York
No. 01MO6053326
Qualified in New York County
Certificate filed in New York County
Commission Expires January 8, 2003

(Affix Seal Below)

Schedule A

Pending U.S. Trademark Applications

Title	Application Number

U.S. Trademark Registrations

Title	Registration Number
Design Only	2390298