

05-07-2002

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

RE



102080572

U.S. DEPARTMENT OF COMMERCE U.S. 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):

Aurora of Bridgeport License Company, LLC

4-23-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware limited liability company

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: March 28, 2002

2. Name and address of receiving party(ies)

Name: Cumulus Broadcasting, Inc.

Internal Building 14, 14th Floor

Street Address: 3535 Piedmont Road

City: Atlanta State: GA Zip: 30305

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Nevada, 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

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

A. Trademark Application No.(s)

76-216,707

B. Trademark Registration No.(s)

1,369,468

Additional number(s) attached Yes No

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

Name: Amy Vieta

Internal Address: Jones, Day, Reavis & Pogue

Street Address: 303 Peachtree Street, Suite 3500

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- 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.

Amy E. Vieta

Name of Person Signing

Amy E. Vieta

Signature

April 16, 2002

Date

Total number of pages including cover sheet, attachments, and document: 11

05/06/2002 DBYRNE 00000142 76216707

01 FC:481 02 FC:482

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

TRADEMARK REEL: 002500 FRAME: 0632

## INTELLECTUAL PROPERTY ASSIGNMENT

THESE PRESENTS WITNESS THAT AURORA COMMUNICATIONS, LLC, AURORA HOLDING, LLC, AURORA OF BRIDGEPORT, LLC, AURORA OF BRIDGEPORT LICENSE COMPANY, LLC, AURORA OF WESTCHESTER, LLC, AURORA OF WESTCHESTER LICENSE COMPANY, LLC, AURORA OF DANBURY, LLC, AURORA OF DANBURY LICENSE COMPANY, LLC, AURORA OF POUGHKEEPSIE, LLC, and AURORA OF POUGHKEEPSIE LICENSE COMPANY, LLC, each a Delaware limited liability company (hereinafter each an "ASSIGNOR" and collectively the "ASSIGNORS") is the owner of all rights in certain trademarks, trade names, service marks, and applications or registrations for such trademarks, trade names, and service marks, which are described herein and in detail on the schedules incorporated in this assignment, and in certain unregistered copyrights, which are described herein (collectively, the "Intellectual Property"); and CUMULUS BROADCASTING, INC., a Nevada corporation, having its principal place of business at 3535 Piedmont Road, Building 14, 14th Floor, Atlanta, Georgia 30305 (hereinafter "ASSIGNEE"), is desirous of obtaining the entire right, title, and interest in, to, and under the Intellectual Property;

WHEREAS, ASSIGNEE is desirous of obtaining the entire right, title, and interest in, to, and under the Intellectual Property;

WHEREAS, pursuant to a certain Bill of Sale of even date herewith, the ASSIGNORS assigned to ASSIGNEE certain assets, which constitute all or substantially all the assets of ASSIGNORS related to their radio broadcasting business, in which the Intellectual Property is intended for use; and

WHEREAS, the parties now desire to perfect the assignments of the Intellectual Property by entering into this Intellectual Property Assignment;

1. NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each ASSIGNOR has sold, assigned, transferred, and set over, and by these presents do hereby sell, assign, transfer, and set over, unto the said ASSIGNEE, the following properties and rights for ASSIGNEE's own use and benefit, and for the use and benefit of its successors, legal representatives, and assigns:

(a) The entire right, title, and interest in and to the trademarks, if any, adopted and used by such ASSIGNOR in its business and registered or applications for registration in the United States Patent Office and indicated on Schedule I annexed hereto and made a part hereof as owned by such ASSIGNOR,

(b) The entire right, title, and interest in and to the trademarks, if any, adopted and used by such ASSIGNOR in its business and registered in the state trademark office of the applicable state and indicated on Schedule II annexed hereto and made a part hereof as owned by such ASSIGNOR,

(c) The entire right, title, and interest in and to the United States common law trademark, if any, adopted and used by such ASSIGNOR in its business and indicated on Schedule III annexed hereto and made a part hereof as owned by such ASSIGNOR,

(d) The entire right, title, and interest in and to all other United States common law trademarks, if any, adopted and used by such ASSIGNOR in its business,

(e) The entire right, title, and interest in and to any and all unregistered copyrights (the "Copyrights"), if any, in the United States of America and in any and all foreign countries

including the rights enumerated in Title 17, United States Code, §106, such as the rights to reproduce the works, to prepare derivative works thereof, to distribute copies thereof, to display the works, and publicize the works, as used in ASSIGNOR's business.

2. Regarding the trademark registrations and common law trademarks listed in Schedules I through III and the common law trademarks described in Section 1(d) (collectively, the "Trademarks"), said properties are being conveyed together with the goodwill of each ASSIGNOR's business connected with the use thereof and symbolized by the Trademarks to be held and enjoyed by said ASSIGNEE for its own use and benefit.

3. Each ASSIGNOR agrees that, upon request and without further consideration, it will sign all lawful papers, make all rightful oaths, and generally assist ASSIGNEE in perfecting and recording titles to the trademarks listed in Schedules I and II. ASSIGNEE shall bear all responsibility and expense for preparing any instrument of assignment or transfer, as well as all responsibility and expense for recording any such instruments of assignment or transfer, any fee or tax levied thereon, and all prosecution and maintenance costs incurred with respect to the trademarks.

4. ASSIGNEE shall retain the exclusive right to bring and maintain actions for, and to settle, release, and compromise claims for infringement of, the Trademarks and the Copyrights occurring prior to the date hereof and to retain the proceeds thereof.

5. Except as otherwise expressly provided herein, no obligation is hereby assumed by any ASSIGNOR or by ASSIGNEE to maintain, prosecute, enforce, or litigate, file, assert, or defend any Trademark or any Copyright.

IN WITNESS WHEREOF, each ASSIGNOR has caused these presents to be signed by  
its officer thereunto duly authorized this 28<sup>th</sup> day of March, 2002.

**"ASSIGNORS"**

**AURORA COMMUNICATIONS, LLC**  
(a Delaware limited liability company)

By: 

Name: Marty Gausvik

Title: President

**AURORA HOLDING, LLC**  
(a Delaware limited liability company)

By: 

Name: Marty Gausvik

Title: President

**AURORA OF BRIDGEPORT, LLC**  
(a Delaware limited liability company)

By: 

Name: Marty Gausvik

Title: President

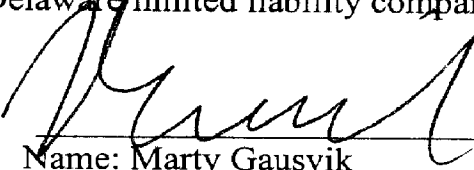
**AURORA OF BRIDGEPORT LICENSE  
COMPANY, LLC**  
(a Delaware limited liability company)

By: 

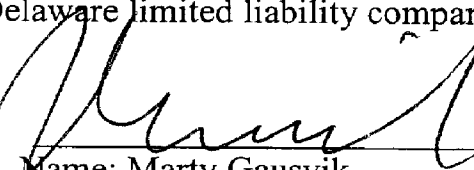
Name: Marty Gausvik

Title: President

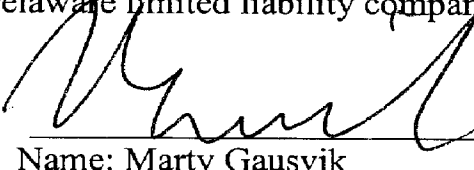
**AURORA OF WESTCHESTER, LLC**  
(a Delaware limited liability company)

By:   
Name: Marty Gausvik  
Title: President

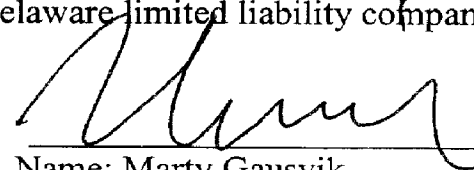
**AURORA OF WESTCHESTER LICENSE  
COMPANY, LLC**  
(a Delaware limited liability company)

By:   
Name: Marty Gausvik  
Title: President

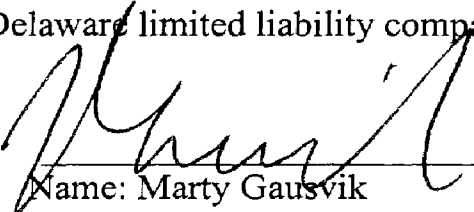
**AURORA OF DANBURY, LLC**  
(a Delaware limited liability company)

By:   
Name: Marty Gausvik  
Title: President

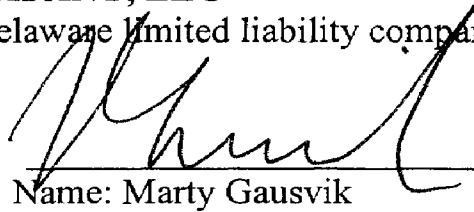
**AURORA OF DANBURY LICENSE  
COMPANY, LLC**  
(a Delaware limited liability company)

By:   
Name: Marty Gausvik  
Title: President

**AURORA OF POUGHKEEPSIE, LLC**  
(a Delaware limited liability company)

By:   
Name: Marty Gausvik  
Title: President

**AURORA OF POUGHKEEPSIE LICENSE  
COMPANY, LLC**  
(a Delaware limited liability company)

By:   
Name: Marty Gausvik  
Title: President

**SCHEDULE I  
U.S. TRADEMARKS REGISTRATIONS & APPLICATIONS**

Owner	Mark	Date of Registration or Application	Registration/Serial Number
Aurora of Bridgeport, LLC <sup>1</sup>	WICC	11/5/85	1,369,468
Aurora of Bridgeport License Company, LLC, d/b/a WEBE 108 FM	HITS OF A WHOLE GENERATION	2/22/01	76-216,707

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<sup>1</sup> Name change from ML Media Partners L.P. to Aurora of Bridgeport, LLC not recorded.



**SCHEDULE II  
STATE REGISTERED TRADEMARKS**

Owner	State	Trademark	Registration Number	Registration Date
Aurora Communications, L.L.C.	Connecticut	FIRST, FAST, ACCURATE	20816	10/22/99
Aurora of Poughkeepsie, LLC <sup>2</sup>	New York	92.7 WRRV-PURE ROCK ALTERNATIVE & Design	S15681	5/27/97
Aurora of Poughkeepsie, LLC <sup>2</sup>	New York	WALL 1340 - THE TALK OF ORANGE COUNTY (Stylized)	S15682	5/27/97
Aurora of Poughkeepsie, LLC <sup>3</sup>	New York	101.5 FM WPDH 1976 15TH ANNIVERSARY 1991	S13402	2/17/93
Aurora of Poughkeepsie, LLC <sup>3</sup>	New York	101 5 FM WPDH 1976 15TH ANNIVERSARY 1991	S13403	2/17/93
Aurora of Poughkeepsie, LLC <sup>3</sup>	New York	OLDIES 97.7 STATION & Design	S15680	5/27/97
Aurora of Poughkeepsie, LLC d/b/a WPDH The Home Of Rock-N'Roll	New York	WPDH THE HOME OF ROCK AND ROLL	S13404	2/17/93
Aurora of Poughkeepsie, LLC d/b/a WPDH The Home Of Rock-N'Roll	New York	WPDH THE HOME OF ROCK AND ROLL	S13405	2/17/93
Aurora of Bridgeport, LLC <sup>4</sup>	Connecticut	WEBE 108 FM TELL A FRIEND	9198	3/1/94

<sup>2</sup> By assignment from Crystal Communication Corp.

<sup>3</sup> By assignment from WEOK Broadcasting Corp.

Aurora of Bridgeport License Company, LLC d/b/a Radio Station WEBE 108 FM	Connecticut	WEBE 108 FM KIDSFEST & Design	8890	3/4/93
Aurora of Bridgeport License Company, LLC d/b/a Radio Station WEBE 108 FM	Connecticut	WEBE 108 FM TRIP A DAY	9424	11/1/94
Aurora of Bridgeport, LLC d/b/a Radio Station WICC 60 AM	Connecticut	ITALIAN HOUSE PARTY	9996	8/6/96

(continued...)

<sup>4</sup> Name change from ML Media Partners, LP (CT) to Aurora of Bridgeport, LLC not reflected.

**SCHEDULE III  
U.S. COMMON LAW TRADEMARKS**

Owner	Mark
Aurora of Bridgeport License Company, LLC d/b/a WEBE 108 FM	WEBE-FM logo
Aurora of Bridgeport License Company, LLC d/b/a WICC 60 AM	WICC-AM logo
Aurora of Danbury License Company, LLC d/b/a WRKI-FM	WRKI-FM logo
Aurora of Danbury License Company, LLC d/b/a WRKI-FM	WRKI-FM designation I-95
Aurora of Danbury License Company, LLC d/b/a WRKI-FM	WAXB-FM logo
Aurora of Danbury License Company, LLC d/b/a WRKI-FM	WAXB-FM designation B-105