11-12-2002

11-12-02

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Cumulus Media, Inc.
3535 Piedmont Road, Building 14 Floor 14
Atlanta, GA 30305

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank, as Collateral Agent
Internal Address: _____
Street Address: 270 Park Avenue
City: New York State: NY Zip: 10017

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York
☐ 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
☒ Other Supplement
Execution Date: 10/17/1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Please Schedule II attached hereto.
B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Penelope Agadoa
Internal Address: Federal Research Corporation
Street Address: 1030 Fifteenth Street, NW, Suite 920
City: Washington State: D.C. Zip: 20005

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....$ 90.00

☐ 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.

David J. Miller — Name of Person Signing
Signature
October 24, 2002 — Date

Total number of pages including cover sheet, attachments, and document: 7

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

11/13/2002 GTON11 00000070 76133343
01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

SCHEDULE II

U.S. Trademark Applications

CUMULUS BROADCASTING, INC.

Mark	Ser. No.	Filing Date	Goods
POWER 107	76/133,343	5/23/02	Radio broadcasting services
THE BRAIN AND THE BEAR	76/413,261	5/23/02	Radio entertainment services in nature of on-going radio program
THE HANDS ON MARATHON	76/416,125	5/23/02	Radio broadcasting services

SUPPLEMENT dated as of October 17, 2002, to the Guarantee and Collateral Agreement dated as of March 28, 2002 (the "Collateral Agreement"), among CUMULUS MEDIA INC. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto (together with the Borrower, the "Grantors") and JPMORGAN CHASE BANK, as administrative agent (the "Administrative Agent") for the Secured Parties (as such term is defined in the Collateral Agreement).

A. Reference is made to the Credit Agreement, dated as of March 28, 2002 (as the same may be amended, supplemented or otherwise modified form time to time, the "Credit Agreement"), among the Borrower, the lenders party thereto and the Administrative Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Collateral Agreement and the Credit Agreement.

C. Section 4.03(c) of the Collateral Agreement authorizes the Administrative Agent to supplement the Collateral Agreement by supplementing Schedule III thereto or adding additional schedules thereto to specifically identify any asset or item that may constitute Copyrights, Licences, Patents or Trademarks. Cumulus Broadcasting, Inc. ("Cumulus Broadcasting") has identified the additional Trademarks set forth in the Schedule II hereto. Cumulus Broadcasting is executing this Supplement in accordance with the requirements of the Collateral Agreement in order to facilitate a supplemental filing to be made by the Administrative Agent with the United States Patent and Trademark Office.

Accordingly, the Administrative Agent and Cumulus Broadcasting agree as follows:

SECTION 1. Schedule III of the Collateral Agreement is hereby supplemented by the information set forth in Schedule II hereto.

SECTION 2. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of Cumulus Broadcasting and the Administrative Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. Cumulus Broadcasting hereby represents and warrants that the information set forth on Schedule II attached hereto is true and correct.

SECTION 4. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Any provisions of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 7. Cumulus Broadcasting agrees that the Administrative Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 9.03 of the Credit Agreement.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

CUMULUS BROADCASTING, INC.,

by Richard S. Denning

Name: Richard S. Denning
Title: VP

JPMORGAN CHASE BANK,
as Administrative Agent,

by

Name:
Title:

<<NYCORP~2178055.2>>

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

CUMULUS BROADCASTING, INC.,

by

_____

Name:
Title:

JPMORGAN CHASE BANK,
as Administrative Agent,

by

_____

Name:
Title: Joan M. Fitzgibbon
Managing Director

<<NYCORP~2178055.2>>

SCHEDULE I

Subsidiary Parties

Cumulus Broadcasting, Inc.
Cumulus Licensing Corp.
Cumulus Wireless Services Inc.
Toledo Ratio Inc.
Aurora Communications, LLC
Aurora Holding, LLC
Aurora of Bridgeport, LLC
Aurora of Bridgeport License Company, LLC
Aurora of Westchester, LLC
Aurora of Westchester Licence Company, LLC
Aurora of Danbury, LLC
Aurora of Danbury License Company, LLC
Aurora of Poughkeepsie, LLC
Aurora of Poughkeepsie License Company, LLC
Phoenix of Hendersonville, Inc.

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