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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):

Cumulus Broadcasting, 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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Supplement \_\_\_\_\_

Execution Date: January 17, 2003

## 2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as Administrative Agent

Internal

Address: \_\_\_\_\_

Street Address: 270 Park AvenueCity: 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

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

A. Trademark Application No.(s)  
Please see schedule 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: Ms. Penelope AgadoaInternal Address: Federal Research Corporation6. Total number of applications and registrations involved: 27. Total fee (37 CFR 3.41).....\$ 65<sup>00</sup>

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

Street Address: 1030 Fifteenth Street NW, Suite 920City: Washington State: DC Zip: 20005

## 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

February 4, 2003

Date

Total number of pages including cover sheet, attachments, and document: 1Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 002664 FRAME: 0598

02/06/2003 6TON11 00000034 76461766

01 FC:0521  
02 FC:052240.00 OP  
25.00 OP

SCHEDULE II

U.S. Trademark Applications

CUMULUS BROADCASTING INC.

Mark	Ser. No.	Filing Date	Goods
BAHAMA BROUHAHA	76/461,766	10/25/02	Radio broadcasting services
MOST BALLIN'EST PLAYA	76/461,767	10/25/02	Radio broadcasting services

SUPPLEMENT dated as of January 17, 2003 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 from 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. Denny  
Name: Richard S. Denny  
Title: VP

JPMORGAN CHASE BANK, as Administrative Agent,

By: Joan M. Fitzgibbon  
Name: Joan M. Fitzgibbon  
Title: Managing Director

SCHEDULE I

Subsidiary Parties

Cumulus Broadcasting, Inc.  
Cumulus Licensing Corp.  
Cumulus Wireless Services Inc.  
Toledo Radio Inc.  
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  
Aurora of Poughkeepsie License Company, LLC  
Phoenix of Hendersonville, Inc.

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