

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademark Rights - Second Lien		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Susquehanna Pfaltzgraff Co.		03/28/2012
	Susquehanna Radio Corp.		03/28/2012
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	1111 Fannin Street, Floor 10		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Registration Number:	1122039	OPERATION SNOWFLAKE
	Registration Number:	1368191	WARM
	Registration Number:	1724121	RADIOCARD
CORRESPONDENCE DATA			
Fax Number:	2124552502		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1585		

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NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	04/23/2012
Total Attachments: 5 source=SusqTM2#page1.tif source=SusqTM2#page2.tif source=SusqTM2#page3.tif source=SusqTM2#page4.tif source=SusqTM2#page5.tif	

GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of Mar 28, 2012, is made by:

- (i) SUSQUEHANNA PFALTZGRAFF CO., a Delaware corporation, and
- (ii) SUSQUEHANNA RADIO CORP., a Delaware corporation (together with the entity listed above, the "Obligors" and each an "Obligor");

in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 1111 Fannin Street, 10th Floor, Houston, Texas 77002, as administrative agent (in such capacity, the "Agent") on behalf of the several banks and other financial institutions (the "Lenders") from time to time party to that certain Second Lien Credit Agreement, dated as of September 16, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cumulus Media Inc., Cumulus Media Holdings Inc. (the "Borrower"), the Lenders and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain subsidiaries of Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of September 16, 2011, in favor of the Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Obligor pledged and granted to the Agent for the benefit of the Secured Parties (hereafter, as defined Guarantee and Collateral Agreement) a continuing security interest in all Intellectual Property, including the Obligors' United States Trademarks; and

WHEREAS, the Obligors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Obligors agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the

meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Obligor's right, title and interest in, to and under such Obligor's United States Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Obligor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


SUSQUEHANNA PFALTZGRAFF CO., as Obligor
SUSQUEHANNA RADIO CORP., as Obligor

By: Richard S. Denning
Name: Richard S. Denning
Title: Vice President, Secretary and
General Counsel

[Trademark Security Agreement]

TRADEMARK
REEL: 004762 FRAME: 0926

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: Tina Ruyter
Title: Executive Director
Date: 3/29/12

SCHEDULE A

U.S. Trademark Registrations and Applications

1. Trademarks and exclusive trademark licenses owned by Susquehanna Pfaltzgraff Co.

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Goods
OPERATION SNOWFLAKE	73/173,372	6/6/78	1,122,039	6/10/79	Radio broadcasting services
WARM			1,368,191		

2. Trademarks and exclusive trademark licenses owned by Susquehanna Radio Co.

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Goods
RADIOCARD			1,724,121		