

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Interest - Second Lien

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Westwood One, Inc.		12/12/2013	CORPORATION: DELAWARE
RDG Excelsior Holdings, LLC		12/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
ExcelsiorTM, Inc.		12/12/2013	CORPORATION: DELAWARE
Excelsior Network Group, LLC		12/12/2013	LIMITED LIABILITY COMPANY: COLORADO
Excelsior Radio Networks, LLC		12/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
GoRadio, LLC		12/12/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	10 S. Dearborn
<b>Internal Address:</b>	7th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	a national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	2138549	ADNEXT
Registration Number:	4297217	AUDIO ARCHITECTURE
Registration Number:	1873415	CD COUNTRY
Registration Number:	3091894	COUNTRY KICKERS
Registration Number:	4197814	DG
Registration Number:	4194353	DG DIALGLOBAL
Registration Number:	4198588	DIAL GLOBAL

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Registration Number:	1907686	FIRST IN COUNTRY
Registration Number:	1727193	GOLDDISC
Registration Number:	1810502	GOLDDISC COMPACT DIGITAL AUDIO
Registration Number:	3025165	GOSPEL TRAXX
Registration Number:	2081403	HITDISC
Registration Number:	4315633	IMAGIO
Registration Number:	2150857	IMAGIO
Registration Number:	1496077	
Registration Number:	1186135	MUTUAL BROADCASTING SYSTEM
Registration Number:	1180512	MUTUAL RADIO NETWORKS
Registration Number:	1177625	OFF THE RECORD
Registration Number:	1896561	OUT OF ORDER
Registration Number:	2516296	PIRATE RADIO
Registration Number:	3406655	RADIO VODOO
Registration Number:	2509156	RICK JACKSON'S COUNTRY HALL OF FAME
Registration Number:	3388839	SAM SIMPLY ABOUT MUSIC
Registration Number:	3388840	SAM SIMPLY ABOUT MUSIC
Registration Number:	2822873	STORQ
Registration Number:	3390508	THE DAILY BULLSHEET
Registration Number:	3913033	TM STUDIOS
Registration Number:	1219413	WESTWOOD ONE
Registration Number:	3069736	X PREP GOLD
Registration Number:	3067088	XPREP
Serial Number:	85549250	#ALLIN
Serial Number:	85549235	DOWNHOME
Serial Number:	85476761	GO RADIO
Serial Number:	85544711	GO RADIO
Serial Number:	85549223	INDIGO
Serial Number:	85549244	M META
Serial Number:	86062898	W
Serial Number:	86062883	W
Serial Number:	86010047	WESTWOOD ONE

CORRESPONDENCE DATA

Fax Number: 6502515002

**TRADEMARK**  
**REEL: 005180 FRAME: 0278**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6502515027  
Email: jnull@stblaw.com  
Correspondent Name: Marcela Robledo  
Address Line 1: 2475 Hanover Street  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1585
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	12/20/2013

Total Attachments: 9  
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GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of December 12, 2013, is made by:

- (i) WESTWOOD ONE, INC., a Delaware corporation,
- (ii) RDG EXCELSIOR HOLDINGS, LLC, a Delaware limited liability company,
- (iii) EXCELSIOR TM, INC., a Delaware corporation,
- (iv) EXCELSIOR NETWORK GROUP, LLC, a Colorado limited liability company,
- (v) EXCELSIOR RADIO NETWORKS, LLC, a Delaware limited liability company,
- (vi) GORADIO, LLC, a Delaware limited liability company, (together with each of the forgoing entities listed above, the "Obligors" and each an "Obligor");

in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, Illinois 60603, 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 Obligors have executed and delivered an Assumption Agreement dated December 12, 2013, whereby each Obligor joined the 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 continue to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Obligor 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.




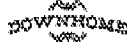
GORADIO, LLC, as Obligor  
RDG EXCELSIOR HOLDINGS, LLC, as Obligor  
EXCELSIOR TM, INC. , as Obligor  
EXCELSIOR NETWORK GROUP, LLC, as Obligor  
WESTWOOD ONE, INC. , as Obligor  
EXCELSIOR RADIO NETWORKS, LLC, as Obligor

By: Richard Denning  
Name: Richard Denning  
Title: Senior Vice President




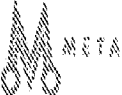
JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the Lenders




By:   
Name: Tina Ruyter  
Title: Executive Director





SCHEDULE A

Trademark	App. #	Reg. #	Status	Country	File Date	Reg. Date	Owner
#ALLIN & Design 	85549250	--	Published	US	22-Feb-2012	--	GORadio, LLC
ADNEXT	75211850	2138549	Registered	US	12-Dec-1996	24-Feb-1998	RDG Excelsior Holdings, LLC
AUDIO ARCHITECTUR E	85505701	4,297,217	Registered	US	29-Dec-2011	05-Mar-2013	Excelsiortm, Inc.
CD COUNTRY	74334366	1873415	Registered	US	24-Nov-1992	10-Jan-1995	Excelsior Network Group, LLC
COUNTRY KICKERS	76578541	3091894	Registered	US	01-Mar-2004	16-May-2006	Excelsior Radio Networks, LLC
DG & Design 	85512153	4,197,814	Registered	US	09-Jan-2012	28-Aug-2012	Westwood One, Inc.
DG DIALGLOBAL & Design 	85512124	4,194,353	Registered	US	09-Jan-2012	21-Aug-2012	Westwood One, Inc.
DIAL GLOBAL	85566010	4,198,588	Registered	US	09-Mar-2012	28-Aug-2012	Westwood One, Inc.
DOWNHOME & Design 	85549235	--	Published	US	22-Feb-2012	--	GORadio, LLC
FIRST IN COUNTRY	74548640	1907686	Registered	US	30-Jun-1994	25-Jul-1995	Westwood One, Inc.



Trademark	App. #	Reg. #	Status	Country	File Date	Reg. Date	Owner
GO RADIO	85476761	--	Published	US	18-Nov-2011	--	GORadio, LLC
GO RADIO and Design 	85544711	--	Published	US	16-Feb-2012	--	GORadio, LLC
GOLDDISC	74176997	1727193	Registered	US	17-Jun-1991	27-Oct-1992	Excelsiortm, Inc.
GOLDDISC COMPACT DIGITAL AUDIO & Design 	74177600	1810502	Registered	US	17-Jun-1991	14-Dec-1993	Excelsiortm, Inc.
GOSPEL TRAXX	76559990	3025165	Registered	US	28-Oct-2003	13-Dec-2005	Excelsior Radio Networks, LLC
HITDISC	75138077	2081403	Registered	US	05-Jul-1996	22-Jul-1997	Excelsiortm, Inc.
IMAGIO	85505696	4,315,633	Registered	US	29-Dec-2011	09-Apr-2013	Excelsiortm, Inc.
IMAGIO	75275224	2150857	Registered	US	03-Apr-1997	14-Apr-1998	Excelsiortm, Inc.
INDIGO Stylized 	85549223	--	Published	US	22-Feb-2012	--	GORadio, LLC
M META & Design 	85549244	--	Published	US	22-Feb-2012	--	GORadio, LLC

Trademark	App. #	Reg. #	Status	Country	File Date	Reg. Date	Owner
MISCELLANEO US DESIGN 	73628339	1496877	Registered	US	03-Nov-1986	12-Jul-1988	Westwood One, Inc.
MUTUAL BROADCASTING SYSTEM & Design 	73202321	1186135	Registered	US	01-Feb-1979	12-Jan-1982	Westwood One, Inc.
MUTUAL RADIO NETWORKS & Design 	73202320	1180512	Registered	US	01-Feb-1979	01-Dec-1981	Westwood One, Inc.
OFF THE RECORD	73241374	1177625	Registered	US	03-Dec-1979	10-Nov-1981	Westwood One, Inc.
OUT OF ORDER	74508723	1896561	Registered	US	04-Apr-1994	30-May-1995	Westwood One, Inc.
PIRATE RADIO	75798921	2516296	Registered	US	15-Sep-1999	11-Dec-2001	Westwood One, Inc.
RADIO VOODOO	78601053	3406655	Registered	US	04-Apr-2005	01-Apr-2008	RDG Excelsior Holdings, LLC
RICK JACKSON'S COUNTRY HALL OF FAME	76032256	2509156	Registered	US	24-Apr-2000	20-Nov-2001	Excelsior Radio Networks, LLC
SAM SIMPLY ABOUT MUSIC	78685342	3388839	Registered	US	04-Aug-2005	26-Feb-2008	Excelsior Radio Networks, LLC

Trademark	App. #	Reg. #	Status	Country	File Date	Reg. Date	Owner
SAM SIMPLY ABOUT MUSIC & DESIGN 	78685348	3388340	Registered	US	04-Aug-2005	26-Feb-2008	Excelsior Radio Networks, LLC
STORQ	7511903	2822873	Registered	US	01-May-2003	16-Mar-2004	Excelsior Radio Networks, LLC
THE DAILY BULLSHEET & Design <small>THE DAILY BULLSHEET</small>	76578538	3390508	Registered	US	01-Mar-2004	04-Mar-2008	Excelsior Radio Networks, LLC
TM STUDIOS AND Design 	77923867	3913033	Registered	US	29-Jan-2010	01-Feb-2011	Excelsiortm, Inc.
W Logo (B&W) <sup>1</sup> 	86062898	--	Filed	US	12-Sep-2013	--	Westwood One, Inc.
W Logo (Color) 	86062883	--	Filed	US	12-Sep-2013	--	Westwood One, Inc.
WESTWOOD ONE	73268284	1219413	Registered	US	30-Jun-1980	07-Dec-1982	Dial Global, Inc.
WESTWOOD ONE	86010047	--	Pending	US	15-Jul-2013	--	Dial Global, Inc.
X PREP GOLD	76578539	3069736	Registered	US	01-Mar-2004	21-Mar-2006	Excelsior Radio Networks, LLC

<sup>1</sup> Addition of the stylized W logos

Trademark	App. #	Reg. #	Status	Country	File Date	Reg. Date	Owner
XPREP	76578540	3067088	Registered	US	01-Mar-2004	14-Mar-2006	Excelsior Radio Networks, LLC

ATI-2584017v2