

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Radio Networks, LLC		12/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
Cumulus Broadcasting, LLC		12/23/2013	LIMITED LIABILITY COMPANY: NEVADA
Radio Assets, LLC		12/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
Consolidated IP Company LLC		12/23/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	3649678	DANCE GRAVITY
Registration Number:	3802515	EPREP
Registration Number:	1496187	WWWW
Registration Number:	4272138	99X
Registration Number:	1942015	CLASSIC ROCK A-Z
Registration Number:	3900235	
Registration Number:	4377277	RIGHT NOW TRAFFIC
Registration Number:	2575236	NASHVILLE NOTES

Serial Number:	85339762	CUMULUS
Serial Number:	86124937	CUMULUS
Serial Number:	85339766	
Serial Number:	85946896	AMERICA'S MORNING SHOW POWERED BY NASH
Serial Number:	85825181	COUNTRY FOR LIFE
Serial Number:	85711700	NASH
Serial Number:	85778628	NASH
Serial Number:	85778638	NASH AWARDS
Serial Number:	85825193	NASH AWARDS COUNTRY FOR LIFE
Serial Number:	85778630	NASH CHANNEL
Serial Number:	85825186	NASH CHANNEL COUNTRY FOR LIFE
Serial Number:	85815213	NASH COUNTRY
Serial Number:	85815230	NASH ENTERTAINMENT
Serial Number:	85778639	NASH FM
Serial Number:	85815987	NASH INTERACTIVE
Serial Number:	85815221	NASH MAGAZINE
Serial Number:	85825202	NASH MAGAZINE COUNTRY FOR LIFE
Serial Number:	85825210	NASH N
Serial Number:	85825206	NASH NETWORK COUNTRY FOR LIFE
Serial Number:	85815212	NASH NOTES
Serial Number:	85778632	NASH ON-LINE
Serial Number:	85825190	NASH ON-LINE COUNTRY FOR LIFE
Serial Number:	85778641	NASH TV
Serial Number:	85825174	NASHFM
Serial Number:	85825196	NASHFM COUNTRY FOR LIFE
Serial Number:	85825177	NASHTV
Serial Number:	85825198	NASHTV COUNTRY FOR LIFE
Serial Number:	85778634	THE NASH EXPERIENCE
Serial Number:	85844113	THE RHYTHM...JAMMIN' THE MOST R&B
Serial Number:	85844148	THE WALK WHERE COUNTRY AND CHRISTIAN MUS

CORRESPONDENCE DATA

Fax Number: 6502515002

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

Phone: 6502515027

TRADEMARK
REEL: 005181 FRAME: 0163

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:	12/23/2013

Total Attachments: 6
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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 23, 2013, is made by:

- (i) RADIO NETWORKS, LLC, a Delaware limited liability corporation,
 - (ii) CUMULUS BROADCASTING, LLC, a Nevada limited liability corporation,
 - (iii) RADIO ASSETS, LLC, a Delaware limited liability corporation,
 - (iv) CONSOLIDATED IP COMPANY LLC, a Delaware corporation,
- (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 First Lien Credit Agreement, dated as of September 16, 2011 (as amended and restated on December 20, 2012, and as the same may be further 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.

W I T N E S S E T H:

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, the Obligors are party to the Guarantee and Collateral Agreement, dated as of September 16, 2011 (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 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.

RADIO NETWORKS, LLC, as Obligor,
CUMULUS BROADCASTING, LLC, as Obligor,
RADIO ASSETS, LLC, as Obligor,
CONSOLIDATED IP COMPANY LLC, as Obligor

By: _____

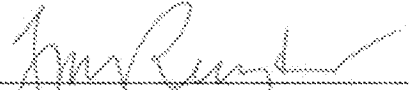
Name: Joseph R. Hannan

Title: Senior Vice President

[Trademark Security Agreement – First Lien]

TRADEMARK
REEL: 005181 FRAME: 0167

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

By: 
Name: _____
Title: *Tim Ruyter*
Executive Director

SCHEDULE A

U.S. REGISTRATIONS:

TRADEMARK	REGISTRATION NO.			OWNER
DANCE GRAVITY & Design	3649678	5/28/08	7/7/09	Radio Networks, LLC
EPREP	3802515	10/12/09	6/15/10	Radio Networks, LLC
WWWW	1496187	10/30/87	7/12/88	Cumulus Broadcasting, LLC
99X	4272138	5/23/12	1/8/13	Cumulus Broadcasting, LLC
CLASSIC ROCK A-Z	1942015	11/19/93	12/19/95	Cumulus Broadcasting, LLC
Cumulus Logo	3900235	5/18/10	1/4/11	Cumulus Broadcasting, LLC
RIGHT NOW TRAFFIC	4377277	2/6/12	7/30/13	Cumulus Broadcasting, LLC
NASHVILLE NOTES	2575236	4/27/00	6/4/02	Radio Assets, LLC

U.S. APPLICATIONS:

TRADEMARK	APP. NO.	APP. DATE	OWNER
CUMULUS	85/339,762	6/7/11	Cumulus Broadcasting, LLC
CUMULUS	86/124937	11/21/13	Cumulus Broadcasting, LLC
Cumulus Logo	85/339,766	6/7/11	Cumulus Broadcasting, LLC
AMERICA'S MORNING SHOW POWERED BY NASH	85/946,896	30- May -2013	Consolidated IP Company LLC
COUNTRY FOR LIFE	85/825,181	16-Jan-2013	Consolidated IP Company LLC
NASH	85/711,700	23-Aug-2012	Consolidated IP Company LLC
NASH	85/778,628	14-Nov-2012	Consolidated IP Company LLC
NASH AWARDS	85/778,638	14-Nov- 2012	Consolidated IP Company LLC
NASH AWARDS COUNTRY FOR LIFE	85/825,193	16-Jan-2013	Consolidated IP Company LLC

NASH CHANNEL	85/778,630	14-Nov-2012	Consolidated IP Company LLC
NASH CHANNEL COUNTRY FOR LIFE	85/825,186	16-Jan-2013	Consolidated IP Company LLC
NASH COUNTRY	85/815,213	3-Jan-2013	Consolidated IP Company LLC
NASH ENTERTAINMENT	85/815,230	3-Jan-2013	Consolidated IP Company LLC
NASH FM	85/778,639	14-Nov-2012	Consolidated IP Company LLC
NASH INTERACTIVE	85/815,987	4-Jan-2013	Consolidated IP Company LLC
NASH MAGAZINE	85/815,221	3-Jan-2013	Consolidated IP Company LLC
NASH MAGAZINE COUNTRY FOR LIFE	85/825,202	16-Jan-2013	Consolidated IP Company LLC
NASH & N Design	85/825,210	16-Jan-2013	Consolidated IP Company LLC
NASH NETWORK COUNTRY FOR LIFE	85/825,206	16-Jan-2013	Consolidated IP Company LLC
NASH NOTES	85/815,212	3-Jan-2013	Consolidated IP Company LLC
NASH ON-LINE	85/778,632	14-Nov-2012	Consolidated IP Company LLC
NASH ON-LINE COUNTRY FOR LIFE	85/825,190	16-Jan-2013	Consolidated IP Company LLC
NASH TV	85/778,641	14-Nov-2012	Consolidated IP Company LLC
NASHFM	85/825,174	16-Jan-2013	Consolidated IP Company LLC
NASHFM COUNTRY FOR LIFE	85/825,196	16-Jan-2013	Consolidated IP Company LLC
NASHTV	85/825,177	16-Jan-2013	Consolidated IP Company LLC
NASHTV COUNTRY FOR LIFE	85/825,198	16-Jan-2013	Consolidated IP Company LLC
THE NASH EXPERIENCE	85/778,634	14-Nov-2012	Consolidated IP Company LLC
THE RHYTHM... JAMMIN' THE MOST R&B	85/844,113	7-Feb-2013	Consolidated IP Company LLC
THE WALK WHERE COUNTRY AND CHRISTIAN MUSIC COME TOGETHER	85/844,148	7-Feb-2013	Consolidated IP Company LLC