

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Cumulus Broadcasting LLC		11/14/2013
	Citadel Broadcasting Company		11/14/2013
			LIMITED LIABILITY COMPANY: NEVADA
			CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Townsquare Media Portland LLC		
Street Address:	240 Greenwich Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Registration Number:	2052902	WCYY
	Registration Number:	2161792	WHOM
	Registration Number:	2158780	WJBQ
CORRESPONDENCE DATA			
Fax Number:	2124464900		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn Hayley Smith, Sr. Legal Assistant		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	11923-4 (HS)		

CH \$90.00 2052902

NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	01/26/2014
<b>Total Attachments: 7</b> source=Townsquare Trademark Assignment - APA#page1.tif source=Townsquare Trademark Assignment - APA#page2.tif source=Townsquare Trademark Assignment - APA#page3.tif source=Townsquare Trademark Assignment - APA#page4.tif source=Townsquare Trademark Assignment - APA#page5.tif source=Townsquare Trademark Assignment - APA#page6.tif source=Townsquare Trademark Assignment - APA#page7.tif	

**TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** (this "Assignment"), dated as of November 14, 2013, is made and entered into by and between Cumulus Broadcasting LLC, Citadel Broadcasting Company (together with Cumulus Broadcasting LLC, "Assignors"), Townsquare Media Portsmouth LLC ("Portsmouth Assignee"), Townsquare Media Portland LLC ("Portland Assignee"), Townsquare Media Lansing LLC ("Lansing Assignee") and Townsquare Media Rockford LLC ("Rockford Assignee"), each assignee a Delaware limited liability company with its principal place of business at 240 Greenwich Avenue, Greenwich, CT 06830 (Portsmouth Assignee, Portland Assignee, Lansing Assignee and Rockford Assignee, collectively, "Assignees").

**WHEREAS**, Assignors are the owner of the registered trademarks set forth on Schedule A hereto (the "Trademarks"); and

**WHEREAS**, Assignors and Assignees' affiliates, have entered into that certain Asset Purchase Agreement, dated August 30, 2013 (the "APA"), pursuant to which Assignors have agreed to sell, assign, transfer, convey and deliver to Assignees, and Assignees have agreed to purchase, acquire and accept from Assignors, any and all right, title and interest of Assignors, to and under the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignees, each intending to be legally bound, hereby agree as follows:

1. Assignment. Assignors hereby sell, transfer, assign, convey and deliver to Assignees Assignors' entire right, title and interest in and to the Trademarks (including all statutory and common law rights therein and thereto) together with the goodwill of the business symbolized by the Trademarks for Assignees' own use and enjoyment, and for the use and enjoyment of Assignees' successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages and/or injunctive relief by reason of past, present, and future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignees' own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Determination of Assignees. For purposes of clarification, the assignment of the Trademarks used in the operation of radio stations located in each market set forth on Schedule A hereto (each, a "Market") shall be made from the Assignor entity listed opposite such Market on Schedule A hereto to the Assignee entity listed opposite such Market on Schedule A hereto.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the federal trademark law and the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

4. Conflicts with APA. To the extent there is a conflict between the terms and provisions of this Assignment and the APA, the terms and provisions of the APA shall govern.

5. Severability. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

6. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be an original and all of which, taken together, shall be deemed to be one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers on the date first written above.

CUMULUS BROADCASTING LLC  
CITADEL BROADCASTING COMPANY

By: Richard S. Denning  
Name: Richard S. Denning

Title: Senior Vice President, Secretary and General Counsel

ATTESTATION OF WITNESS

I, Eugenia S. Hoyle, whose full post office address is  
30-160 29<sup>th</sup> St, Astoria, NY 11022  
was personally present and did see Richard S. Denning, who is personally known to me,  
execute the above assignment.

Eugenia S. Hoyle  
Signature of Witness

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers on the date first written above.

**TOWNSQUARE MEDIA PORTSMOUTH LLC  
TOWNSQUARE MEDIA PORTLAND LLC  
TOWNSQUARE MEDIA LANSING LLC  
TOWNSQUARE MEDIA ROCKFORD LLC**

By: \_\_\_\_\_

Name: Alex Berkett

Title: Executive Vice President

**ATTESTATION OF WITNESS**

I, Lee Arena, whose full post office address is 240 Greenwich Avenue, Greenwich, CT 06830 was personally present and did see Alex Berkett, who is personally known to me, execute the above assignment.

Lee Arena  
Signature of Witness

**Schedule A**

<b>Market</b>	<b>Assignor</b>	<b>Assignee</b>	<b>Mark</b>	<b>Registration No.</b>	<b>State</b>
Lansing, MI	Citadel Broadcasting Company	Townsquare Media Lansing LLC	BLUES ON THE GRAND	M11715	MI
	Citadel Broadcasting Company	Townsquare Media Lansing LLC	BLUES ON THE SQUARE	M07612	MI
	Citadel Broadcasting Company	Townsquare Media Lansing LLC	COATS FOR KIDS	M09807	MI
	Citadel Broadcasting Company	Townsquare Media Lansing LLC	PAINT THE TOWN PINK	M09747	MI
	Citadel Broadcasting Company	Townsquare Media Lansing LLC	THE MID-MICHIGAN APARTMENT PARADE	M08946	MI
	Citadel Broadcasting Company	Townsquare Media Lansing LLC	WOMEN WHO INSPIRE	M09751	MI
Portland, ME	Citadel Broadcasting Company	Townsquare Media Portland LLC	WCYY	2,052,902	Federal
	Citadel Broadcasting Company	Townsquare Media Portland LLC	WHOM	2,161,792	Federal
	Citadel Broadcasting Company	Townsquare Media Portland LLC	WJBQ	2,158,780	Federal
	Citadel Broadcasting Company	Townsquare Media Portland LLC	NO REPEAT WORKDAY	ME: 2008072M; NH: 20727015000 27	ME NH
	Citadel Broadcasting Company	Townsquare Media Portland LLC	WBLM AT WORK PAYROLL	20040250M	ME
	Citadel Broadcasting Company	Townsquare Media Portland LLC	WBLM CLASSIC LUNCH	20040248M	ME
	Citadel Broadcasting Company	Townsquare Media Portland LLC	WBLM TWO FOR TUESDAY	20040249M	ME

Market	Assignor	Assignee	Mark	Registration No.	State
	Citadel Broadcasting Company	Townsquare Media Portland LLC	WBLM WORKFORCE	199990327M	ME
	Citadel Broadcasting Company	Townsquare Media Portland LLC	CONTINUOUS LIGHT ROCK	Filing Book 101, Filing Page 148	NH
	Citadel Broadcasting Company	Townsquare Media Portland LLC	CONTINUOUS LIGHT ROCK	20040275	ME
	Citadel Broadcasting Company	Townsquare Media Portland LLC	THE GREEN TEAM	No. 3933	NH
Portsmouth, NH	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	THE MORNING WAKING CREW	3,251,458	Federal
	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	WBLM	1,448,909	Federal
	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	WBLM w/ blimp design	1,455,767	Federal
	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	WOKQ	1,387,765	Federal
	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	WPKQ	2,158,779	Federal
	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	PEAK FM	Vol. No. 93, Page No. 6, TM-3	NH
	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	Q-NET	Vol. No. 93, Page No. 7, TM-3	NH



Market	Assignor	Assignee	Mark	Registration No.	State
	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	TEN AFTER LAUGHTER	Vol. No. 97, Page No. 69, TM-3	NH
	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	TEN AFTER LAUGHTER	20000284	ME
	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	THE SHARK	Vol. No. 97, Page No. 32, TM-3	NH
	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	THE SHARK	20100180	ME
	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	THE SHARK CLASSIC ROCK 102.1 105.3 & design	No. T1006035004	NH
	Citadel Broadcasting Company	Townsquare Media Portsmouth LLC	WOKQ 97.5 GREAT MORNINGS & COUNTRY FAVORITES! 50,000 WATTS FM	No. 3834	NH
Rockford, IL	Cumulus Broadcasting LLC	Townsquare Media Rockford LLC	96.7 THE EAGLE – CLASSIC ROCK THAT REALLY ROCKS!	092214	IL