

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westwood One, Inc.		04/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3819113	WBM WISE BROTHER MEDIA	
Registration Number:	3514779	DELICIOUS AUDIO	
Registration Number:	4292570	WBM	
Registration Number:	4292571	WISE BROTHER	
Registration Number:	4292569	WISE BROTHER MEDIA	
Registration Number:	4313275	STUDIO THINK TANK	
Registration Number:	3648106	THE COMPLETE SHEET	
Registration Number:	2330512	BACKTRAX	
Registration Number:	2310183	BACKTRAX U.S.A.	
Registration Number:	4784313	GOOD TIME OLDIES	
Registration Number:	4784312	GOOD TIME OLDIES	
Serial Number:	86417387	SOMETHING TO THINK ABOUT WITH MIKE ROGER	
Serial Number:	86715850	MALIBU MANSION LIVE	
Serial Number:	86721411	MALIBU MANSION LIVE	
Serial Number:	86887921	TMSTUDIOS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

CH \$390.00 3819113

Phone: (212) 455-3605
Email: ksolomon@stblaw.com
Correspondent Name: Genevieve Dorment, 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

NAME OF SUBMITTER: Genevieve Dorment

SIGNATURE: /gd/

DATE SIGNED: 04/20/2016

Total Attachments: 5

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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 April 13, 2016, is made by:

WESTWOOD ONE, INC., a Delaware corporation (the "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 Amended and Restated Credit Agreement, dated as of December 23, 2013 (as amended, restated, 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 Obligor is 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, the Obligor pledged and granted to the Agent for the benefit of the Secured Parties (hereafter, as defined in the Guarantee and Collateral Agreement) a continuing security interest in all Intellectual Property, including the Obligor's United States Trademarks; and

WHEREAS, the Obligor has 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, the 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 or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The 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 the Obligor's right, title and interest in, to and under the 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 the 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.

WESTWOOD ONE, INC., as Obligor,

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

[Cumulus -- Trademark Security Agreement]

TRADEMARK
REEL: 005774 FRAME: 0829

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

By: 
Name: Tiba Ruyter
Title: Executive Director

[Cumulus -- Trademark Security Agreement]

TRADEMARK
REEL: 005774 FRAME: 0830

SCHEDULE A

U.S. REGISTRATIONS:

TRADEMARK	REG. NO.	OWNER
WBM WIDE BROTHER MEDIA & DESIGN	3,819,113	WESTWOOD ONE, INC.
DELICIOUS AUDIO	3,514,779	WESTWOOD ONE, INC.
WBM	4,292,570	WESTWOOD ONE, INC.
WISE BROTHER	4,292,571	WESTWOOD ONE, INC.
WISE BROTHER MEDIA	4,292,569	WESTWOOD ONE, INC.
STUDIO THINK TANK	4,313,275	WESTWOOD ONE, INC.
THE COMPLETE SHEET	3,648,106	WESTWOOD ONE, INC.
BACKTRAX	2,330,512	WESTWOOD ONE, INC.
BACKTRAX U.S.A.	2,310,183	WESTWOOD ONE, INC.
GOOD TIME OLDIES	4,784,313	WESTWOOD ONE, INC.
GOOD TIME OLDIES	4,784,312	WESTWOOD ONE, INC.

U.S. APPLICATIONS:

TRADEMARK	APP. NO.	OWNER
SOMETHING TO THINK ABOUT WITH MIKE ROGERS	86/417,387	WESTWOOD ONE, INC.
MALIBU MANSION LIVE	86/715,850	WESTWOOD ONE, INC.
MALIBU MANSION LIVE	86/721,411	WESTWOOD ONE, INC.
TMSTUDIOS	86/887,921	WESTWOOD ONE, INC.