

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381350

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cumulus Broadcasting LLC		04/13/2016	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn, 7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4090663		
<b>Registration Number:</b>	1500797	W4 COUNTRY	
<b>Registration Number:</b>	4577307	CUMULUS	
<b>Serial Number:</b>	86489762		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(212) 455-3605		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Genevieve Dorment, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1585		
<b>NAME OF SUBMITTER:</b>	Genevieve Dorment		
<b>SIGNATURE:</b>	/gd/		
<b>DATE SIGNED:</b>	04/20/2016		
<b>Total Attachments: 5</b>			

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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:

CUMULUS BROADCASTING LLC, a Nevada limited liability company (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.

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, 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.

CUMULUS BROADCASTING LLC, as  
Obligor,

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

[Cumulus -- Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005774 FRAME: 0865**

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

By:   
Name: Tija Ruyter  
Title: Executive Director

[Cumulus – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005774 FRAME: 0866**

SCHEDULE A

U.S. REGISTRATIONS:

TRADEMARK	REG. NO.	OWNER
DESIGN ONLY	4,090,663	CUMULUS BROADCASTING LLC
W4 COUNTRY	1,500,797	CUMULUS BROADCASTING LLC
CUMULUS	4,577,307	CUMULUS BROADCASTING LLC

U.S. APPLICATIONS:

TRADEMARK	APP. NO.	OWNER
DESIGN ONLY	86/489,762	CUMULUS BROADCASTING LLC