## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM478573

| SUBMISSION TYPE:      | NEW ASSIGNMENT                      |
|-----------------------|-------------------------------------|
| NATURE OF CONVEYANCE: | Release of Second Security Interest |
| SEQUENCE:             | 2                                   |

#### **CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type                   |
|---|----------|----------------|-------------------------------|
| JPMorgan Chase Bank, N.A. as Administrative Agent |          | 06/04/2018     | National Banking Association: |

#### **RECEIVING PARTY DATA**

| Name:           | Westwood One, LLC                   |
|-----------------|-------------------------------------|
| Street Address: | 220 West 42nd Street                |
| City:           | New York                            |
| State/Country:  | NEW YORK                            |
| Postal Code:    | 10036                               |
| Entity Type:    | Limited Liability Company: DELAWARE |

#### PROPERTY NUMBERS Total: 37

| Property Type  | Number   | Word Mark                      |
|----------------|----------|--------------------------------|
| Serial Number: | 85549250 | #ALLIN                         |
| Serial Number: | 75211850 | ADNEXT                         |
| Serial Number: | 85505701 | AUDIO ARCHITECTURE             |
| Serial Number: | 74334366 | CD COUNTRY                     |
| Serial Number: | 85512153 | DG                             |
| Serial Number: | 85512124 | DG DIALGLOBAL                  |
| Serial Number: | 85566010 | DIAL GLOBAL                    |
| Serial Number: | 74548640 | FIRST IN COUNTRY               |
| Serial Number: | 85476761 | GO RADIO                       |
| Serial Number: | 85544711 | GO RADIO                       |
| Serial Number: | 74176997 | GOLDDISC                       |
| Serial Number: | 74177000 | GOLDDISC COMPACT DIGITAL AUDIO |
| Serial Number: | 76559990 | GOSPEL TRAXX                   |
| Serial Number: | 75138077 | HITDISC                        |
| Serial Number: | 85505696 | IMAGIO                         |
| Serial Number: | 75275224 | IMAGIO                         |
| Serial Number: | 85549223 | INDIGO                         |
| Serial Number: | 85549244 | M META                         |
|                |          | TRADEMARK                      |

900455114 **REEL: 006402 FRAME: 0208** 

| Property Type        | Number   | Word Mark                           |
|----------------------|----------|-------------------------------------|
| Serial Number:       | 73628339 |                                     |
| Serial Number:       | 73202321 | MUTUAL BROADCASTING SYSTEM          |
| Serial Number:       | 73202320 | MUTUAL RADIO NETWORKS               |
| Serial Number:       | 73241374 | OFF THE RECORD                      |
| Serial Number:       | 74508723 | OUT OF ORDER                        |
| Serial Number:       | 75798921 | PIRATE RADIO                        |
| Serial Number:       | 78601053 | RADIO VOODOO                        |
| Serial Number:       | 76032256 | RICK JACKSON'S COUNTRY HALL OF FAME |
| Serial Number:       | 78685342 | SAM SIMPLY ABOUT MUSIC              |
| Serial Number:       | 78685348 | SAM SIMPLY ABOUT MUSIC              |
| Registration Number: | 2822873  | STORQ                               |
| Serial Number:       | 76578538 | THE DAILY BULLSHEET                 |
| Serial Number:       | 77923867 | TM STUDIOS                          |
| Serial Number:       | 86062898 | W                                   |
| Serial Number:       | 86062883 | W                                   |
| Serial Number:       | 73268284 | WESTWOOD ONE                        |
| Serial Number:       | 86010047 | WESTWOOD ONE                        |
| Serial Number:       | 76578539 | X PREP GOLD                         |
| Serial Number:       | 76578540 | XPREP                               |

#### CORRESPONDENCE DATA

**Fax Number:** 2029425999

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.

**Email:** anne.pearlman@arnoldporter.com,

cassandra.urbany@arnoldporter.com

Correspondent Name: Anne W. Pearlman

Address Line 1: 601 Massachusetts Ave., NW Address Line 4: Washington, D.C. 20001

| ATTORNEY DOCKET NUMBER: | 1013980.00002      |
|-------------------------|--------------------|
| NAME OF SUBMITTER:      | Anne W. Pearlman   |
| SIGNATURE:              | /Anne W. Pearlman/ |
| DATE SIGNED:            | 06/19/2018         |

#### **Total Attachments: 7**

source=Executed Release of Trademark Security Interest (Westwood One, LLC - Second)#page1.tif source=Executed Release of Trademark Security Interest (Westwood One, LLC - Second)#page2.tif source=Executed Release of Trademark Security Interest (Westwood One, LLC - Second)#page3.tif source=Executed Release of Trademark Security Interest (Westwood One, LLC - Second)#page4.tif source=Executed Release of Trademark Security Interest (Westwood One, LLC - Second)#page5.tif source=Executed Release of Trademark Security Interest (Westwood One, LLC - Second)#page6.tif

source=Executed Release of Trademark Security Interest (Westwood One, LLC - Second)#page7.tif

#### RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARK RIGHTS (this "Release"), dated as of June 4, 2018, is made by JPMorgan Chase Bank, N.A., as Administrative Agent for the Secured Parties (in such capacity, the "Agent"), in favor of Westwood One, LLC (the "Grantor"). Capitalized terms used but not defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement (as defined below).

### WITNESSETH

WHEREAS, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of September 16, 2011 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Guarantee and Collateral Agreement"), by and among the Grantor, certain other grantors party thereto and the Agent and (ii) that certain Grant of Security Interest in United States Trademark Rights, dated as of December 12, 2013, made by and between the Grantor and the Agent (the "Trademark Security Agreement" and, together with the Guarantee and Collateral Agreement, the "Security Agreements"), the Grantor has pledged and granted to the Agent a security interest in all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5180, Frame 0277 on December 20, 2013;

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the other Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements; and

WHEREAS, the Agent desires to terminate and release its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

- 1. <u>Release of Security Interest</u>. Agent hereby terminates the Trademark Security Agreement and terminates, cancels, releases and discharges its security interests in, and right of setoff against, and reassigns to the Grantor, all of such Grantor's right, title and interest in, to and under such Grantor's United States Trademarks, including without limitation those referred to on <u>Schedule I</u> hereto (collectively, the "<u>Trademark Collateral</u>").
- 2. <u>Reassignment</u>. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of the Agent's and the Secured Parties' right, title and interest in, to and under the Trademark Collateral.
- 3. <u>Filing of the Release</u>. Agent hereby authorizes the filing of this Release in the United States Patent and Trademark Office by the Grantor or its designees, at Grantor's sole cost and expense.

- 4. <u>Counterparts; Electronic Transmission</u>. This Release may be executed and delivered by facsimile or other means of electronic transmission (including .pdf) and such transmission shall constitute an original for all purposes.
- 5. <u>Further Assurances</u>. Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor may reasonably request in order to confirm, effectuate or record this Release.
- 6. <u>Governing Law.</u> This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without reference to its conflict of laws principles.

<u>Purposes</u>. The Parties agree that this Release is for recordation purposes only, and that in the event of any conflict between such Release and the In re Cumulus Media Inc. Findings of Fact, Conclusions of Law, and Order Confirming the Debtors' First Amended Joint Chapter 11 Plan of Reorganization (the "<u>Plan of Reorganization</u>"), the terms of the Plan of Reorganization shall control.

[SIGNATURE PAGE FOLLOWS]

162857093

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JPMORGAN CHASE BANK, N.A. as Agent

By: \_\_

Name:

Sandeep S. Parihar

Title:

**Executive Director** 

# 162857093

RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARK RIGHTS SCHEDULE I TO

| Trademark              | Ann #    | Reo #                | Status     | Country | File Date   | Reg Date    | Owner  |
|------------------------|----------|----------------------|------------|---------|-------------|-------------|--|
| Design                 | 85549250 |                      | Dead       | US      | 22-Feb-2012 | ;           | Westwood One, LLC (successor in interest by merger to GORadio, LLC)                |
| ADNEXT                 | 75211850 | 2138549              | Registered | US      | 12-Dec-1996 | 24-Feb-1998 | Westwood One, LLC (successor in interest by merger to RDG Excelsior Holdings, LLC) |
| AUDIO<br>ARCHITECTURE  | 85505701 | 4,297,217 Registered | Registered | Sn      | 29-Dec-2011 | 05-Mar-2013 | Westwood One, LLC (successor in interest by merger to ExcelsiorTM, Inc.)           |
| CD COUNTRY             | 74334366 | 1873415              | Registered | US      | 24-Nov-1992 | 10-Jan-1995 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                  |
| DG & Design<br>DG      | 85512153 | 4,197,814            | Registered | Sn      | 09-Jan-2012 | 28-Aug-2012 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                  |
| DIALGLOBAL &<br>Design | 85512124 | 4,194,353            | Registered | US      | 09-Jan-2012 | 21-Aug-2012 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                  |
| DIAL GLOBAL            | 85566010 | 4,198,588            | Registered | US      | 09-Mar-2012 | 28-Aug-2012 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                  |
| FIRST IN<br>COUNTRY    | 74548640 | 1907686              | Registered | US      | 30-Jun-1994 | 25-Jul-1995 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                  |
| GO RADIO               | 85476761 | 5082433              | Registered | US      | 18-Nov-2011 | 15-Nov-2016 | Westwood One, LLC (successor in interest by merger to GORadio, LLC)                |
| GO RADIO<br>& Design   | 85544711 | 5082435              | Registered | US      | 16-Feb-2012 | 15-Nov-2015 | Westwood One, LLC (successor in interest by merger to GORadio, LLC)                |

| Trademark  | App. #    |                      | Status     | Country | File Date   | Reg. Date   | Owner  |
|--|-----------|----------------------|------------|---------|-------------|-------------|--|
| GOLDDISC   | 74176997  | 3                    | Registered | US      | 17-Jun-1991 | 27-Oct-1992 | Westwood One, LLC (successor in interest by merger to ExcelsiorTM, Inc.)             |
| GOLDDISC<br>COMPACT<br>DIGITAL AUDIO<br>& Design | 74177000  | 1810502              | Registered | US      | 17-Jun-1991 | 14-Dec-1993 | Westwood One, LLC (successor in interest by merger to ExcelsiorTM, Inc.)             |
| GOSPEL<br>TRAXX                                  | 76559990  | 3025165              | Registered | US      | 28-Oct-2003 | 13-Dec-2005 | Westwood One, LLC (successor in interest by merger to Excelsior Radio Networks, LLC) |
| HITDISC  | 75138077  | 2081403              | Registered | US      | 05-Jul-1996 | 22-Jul-1997 | Westwood One, LLC (successor in interest by merger to ExcelsiorTM, Inc.)             |
| IMAGIO   | 85505696  | 4,315,633 Registered | Registered | Sn      | 29-Dec-2011 | 09-Apr-2013 | Westwood One, LLC (successor in interest by merger to ExcelsiorTM, Inc.)             |
| IMAGIO   | 75275224  | 2150857              | Registered | m SD    | 03-Apr-1997 | 14-Apr-1998 | Westwood One, LLC (successor in interest by merger to ExcelsiorTM, Inc.)             |
| INDIGO Stylized                                  | 85549223  | ;                    | Dead       | Sn      | 22-Feb-2012 | 1           | Westwood One, LLC (successor in interest by merger to GORadio, LLC)                  |
| M META & Design 85549244                         | 185549244 | 1                    | Dead       | US      | 22-Feb-2012 | ;           | Westwood One, LLC (successor in interest by merger to GORadio, LLC)                  |
| Miscellaneous<br>Design                          | 73628339  | 1496077              | Registered | US      | 03-Nov-1986 | 12-Jul-1988 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                    |

|  | :        |         |            |                   |             | -           |  |
|--|----------|---------|------------|-------------------|-------------|-------------|--|
| Trademark  | App. #   |         | Status     | Country File Date | File Date   | Reg. Date   | Owner  |
| MUTUAL BROADCASTING SYSTEM & Design                | 73202321 | 1186135 | Registered | US                | 01-Feb-1979 | 12-Jan-1982 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                    |
| MUTUAL RADIO<br>NETWORKS &<br>Design               | 73202320 | 1180512 | Registered | US                | 01-Feb-1979 | 01-Dec-1981 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                    |
| OFF THE<br>RECORD                                  | 73241374 | 1177625 | Registered | Sn                | 03-Dec-1979 | 10-Nov-1981 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                    |
| OUT OF ORDER                                       | 74508723 | 1896561 | Registered | Sn                | 04-Apr-1994 | 30-May-1995 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                    |
| PIRATE RADIO                                       | 75798921 | 2516296 | Registered | SD                | 15-Sep-1999 | 11-Dec-2001 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                    |
| RADIO<br>VOODOO                                    | 78601053 | 3406655 | Registered | US                | 04-Apr-2005 | 01-Apr-2008 | Westwood One, LLC (successor in interest by merger to RDG Excelsior Holdings, LLC)   |
| RICK JACKSON'S 76032256<br>COUNTRY HALL<br>OF FAME | 76032256 | 2509156 | Registered | Sn                | 24-Apr-2000 | 20-Nov-2001 | Westwood One, LLC (successor in interest by merger to Excelsior Radio Networks, LLC) |
| SAM SIMPLY<br>ABOUT MUSIC                          | 78685342 | 3388839 | Registered | US                | 04-Aug-2005 | 26-Feb-2008 | Westwood One, LLC (successor in interest by merger to Excelsior Radio Networks, LLC) |
| SAM SIMPLY<br>ABOUT MUSIC &<br>Design              | 78685348 | 3388840 | Registered | US                | 04-Aug-2005 | 26-Feb-2008 | Westwood One, LLC (successor in interest by merger to Excelsior Radio Networks, LLC) |

**RECORDED: 06/19/2018** 

| Trademark                    | App. #   | Reg. #  | Status     | Country | File Date   | Reg. Date   | Owner  |
|------------------------------|----------|---------|------------|---------|-------------|-------------|--|
| STORQ                        | 7511903  | ယ       | Registered | SD      | 01-May-2003 | 16-Mar-2004 | Westwood One, LLC (successor in interest by merger to Excelsior Radio Networks, LLC) |
| THE DAILY BULLSHEET & Design | 76578538 | 3390508 | Registered | Sn      | 01-Mar-2004 | 04-Mar-2008 | Westwood One, LLC (successor in interest by merger to Excelsior Radio Networks, LLC) |
| TM STUDIOS & Design          | 77923867 | 3913033 | Dead       | Sn      | 29-Jan-2010 | 01-Feb-2011 | Westwood One, LLC (successor in interest by merger to ExcelsiorTM, Inc.)             |
| W                            | 86062898 | 4542609 | Registered | S       | 12-Sep-2013 | 03-Jun-2014 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                    |
| W                            | 86062883 | 4542608 | Registered | US      | 12-Sep-2013 | 03-Jun-2014 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                    |
| WESTWOOD<br>ONE              | 73268284 | 1219413 | Registered | US      | 30-Jun-1980 | 07-Dec-1982 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                    |
| WESTWOOD<br>ONE              | 86010047 | 4585842 | Registered | US      | 15-Jul-2013 | 12-Aug-2014 | Westwood One, LLC (successor by conversion to Westwood One, Inc.)                    |
| X PREP GOLD                  | 76578539 | 3069736 | Dead       | Sח      | 01-Mar-2004 | 21-Mar-2006 | Westwood One, LLC (successor in interest by merger to Excelsior Radio Networks, LLC) |
| XPREP                        | 76578540 | 3067088 | Dead       | Sn      | 01-Mar-2004 | 14-Mar-2006 | Westwood One, LLC (successor in interest by merger to Excelsior Radio Networks, LLC) |