

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATLANTA RADIO, LLC		08/17/2018	Limited Liability Company: DELAWARE
DETRIOT RADIO, LLC		08/17/2018	Limited Liability Company: DELAWARE
WBAP-KSCS ASSETS, LLC		08/17/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1465872	KSCS
Registration Number:	2692537	WDRQ
Registration Number:	1468632	WJR
Registration Number:	1440808	WKHX
Registration Number:	2612686	WYAY

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.urbyany@arnoldporter.com

Correspondent Name: Anne W. Pearlman c/o Arnold & Porter

Address Line 1: 601 Massachusetts Ave., NW

Address Line 4: Washington, D.C. 20001

OP \$140.00 1465872

ATTORNEY DOCKET NUMBER:	1013980.00002
NAME OF SUBMITTER:	Anne W. Pearlman
SIGNATURE:	/Anne W. Pearlman/
DATE SIGNED:	08/20/2018

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 August 17, 2018, is made by ATLANTA RADIO, LLC, DETROIT RADIO, LLC, and WBAP-KSCS ASSETS, LLC (the "Obligors"), in favor of Wilmington Trust, National Association, a national banking association, located at 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402, 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 Credit Agreement, dated as of June 4, 2018 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cumulus Media Intermediate Inc., Cumulus Media New Holdings Inc. (the "Company"), the subsidiaries of the Company from time to time party thereto as borrowers (together with the Company, each a "Borrower" and, collectively, the "Borrowers"), the Lenders, the Agent and, solely for purposes of Section 11.20 of the Credit Agreement, Cumulus Media Inc.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have been deemed to make Term Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligors have executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 4, 2018, in favor of the Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement") as Grantors thereunder;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligors pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property of the Obligors, including the Obligors' 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 Agent and the Lenders to enter into the Credit Agreement, the Obligors agree, 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 of the Obligors hereby pledges and grants a continuing security interest in, and a right of setoff against, all of such Obligor's right, title and interest in, to and under such Obligor's 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; provided, that the Collateral shall not include any Trademark application filed in the United States Patent and Trademark Office (the "PTO") on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the PTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.), to the extent that granting a security interest or other lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of or void such Trademark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligors for the purpose of recording the grant of security interest herein with the PTO. The Obligors hereby request and authorize the PTO to record this Agreement against the Collateral. The security interest granted hereby has been granted to the Agent for the benefit of the 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligors do 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. Termination. Upon the payment in full of the Term Loans and other Obligations and termination of the Guarantee and Collateral Agreement in accordance with Section 8.15 thereof, this Agreement shall terminate and, at the request and sole expense of the Obligors following any such termination, the Agent shall execute and deliver to the Obligors such documents as the Obligors shall reasonably request to evidence such termination.

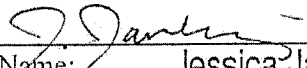
SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission 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.

ATLANTA RADIO, LLC
DETROIT RADIO, LLC
WBAP-KSCS ASSETS, LLC,
each as an Obligor

By: Richard S. Denning
Name: Richard Denning
Title: Senior Vice President/Secretary and
General Counsel

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Jessica Jankiewicz
Title: Banking Officer

Trademark Security Agreement

TRADEMARK
REEL: 006437 FRAME: 0275

SCHEDULE A

TRADEMARKS

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
1.	KSCS	US Federal	73622028 25-SEP-1986	1465872 17-NOV-1987	WBAP-KSCS ASSETS, LLC	Registered
2.	WDRQ	US Federal	76345183 03-DEC-2001	2692537 04-MAR-2003	DETROIT RADIO, LLC	Registered
3.	WJR	US Federal	73622029 25-SEP-1986	1468632 08-DEC-1987	DETROIT RADIO, LLC	Registered
4.	WKHX	US Federal	73622031 25-SEP-1986	1440808 26-MAY-1987	ATLANTA RADIO, LLC	Registered
5.	WYAY	US Federal	76343947 30-NOV-2001	2612686 27-AUG-2002	ATLANTA RADIO, LLC	Registered