

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531354

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atlanta Radio, LLC		07/08/2019	Limited Liability Company: DELAWARE
Chicago FM Radio Assets, LLC		07/08/2019	Limited Liability Company: DELAWARE
Cumulus Broadcasting LLC		07/08/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Deutsche Bank AG New York Branch, as Administrative Agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Foreign Banking Corporation: GERMANY

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Serial Number:</b>	88067388	THE LOOP
<b>Serial Number:</b>	88067382	THE LOOP
<b>Registration Number:</b>	4709609	SPIN 107
<b>Serial Number:</b>	88188951	THE NEW TALK 106.7 WHERE ATLANTA COMES T

## CORRESPONDENCE DATA

Fax Number: 4045818330

*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.*

Phone: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

<b>NAME OF SUBMITTER:</b>	Sidney R. Brown
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TRADEMARK

<b>SIGNATURE:</b>	/Sidney R. Brown/
<b>DATE SIGNED:</b>	07/11/2019
<b>Total Attachments: 5</b> source=Cumulus - Supplemental Trademark Security Agreement (DB)#page1.tif source=Cumulus - Supplemental Trademark Security Agreement (DB)#page2.tif source=Cumulus - Supplemental Trademark Security Agreement (DB)#page3.tif source=Cumulus - Supplemental Trademark Security Agreement (DB)#page4.tif source=Cumulus - Supplemental Trademark Security Agreement (DB)#page5.tif	

GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of July 8, 2019, is made by ATLANTA RADIO, LLC, CHICAGO FM RADIO ASSETS, LLC, and CUMULUS BROADCASTING LLC (the "Grantors"), in favor of Deutsche Bank AG New York Branch, located at 60 Wall Street, New York, NY 10005, as administrative agent (in such capacity, the "Administrative Agent") on behalf of the several banks and other financial institutions (the "Lenders") from time to time party to that certain ABL Credit Agreement, dated as of August 17, 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 Administrative 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 agreed to make revolving 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 Grantors have executed and delivered that certain Guarantee and Collateral Agreement, dated as of August 17, 2018, in favor of the Administrative 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 Grantors pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property of the Grantors, including the Grantors' Trademarks; and

WHEREAS, the Grantors 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 Administrative Agent and the Lenders to enter into the Credit Agreement, the Grantors 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 Grantors hereby pledges and grants a continuing security interest in, and a right of setoff against, all of such Grantor's right, title and interest in, to and under such Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Administrative 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 Grantors for the purpose of recording the grant of security interest herein with the PTO. The Grantors hereby request and authorize the PTO to record this Agreement against the Collateral. The security interest granted hereby has been granted to the Administrative 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 Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative 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 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 Grantors following any such termination, the Administrative Agent shall, in accordance with Section 8.15 of the Guarantee and Collateral Agreement, execute and deliver to the Grantors such documents as the Grantors 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  
CHICAGO FM RADIO ASSETS, LLC  
CUMULUS BROADCASTING LLC, each as a  
Grantor

By: Richard J. Denning  
Name: Richard Denning  
Title: Senior Vice President, Secretary and  
General Counsel

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Administrative Agent

By: Marguerite Sutton  
Name: Marguerite Sutton  
Title: Vice President

By: Yumi Okabe  
Name: Yumi Okabe  
Title: Vice President

**SCHEDULE A**  
**TRADEMARKS**

	<b>Mark</b>	<b>Country</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>	<b>Status</b>
1.	THE LOOP	US Federal	88067388 6-AUG-2018	N/A	Chicago FM Radio Assets, LLC	Pending
2.	THE LOOP	US Federal	88067382 6-AUG-2018	N/A	Chicago FM Radio Assets, LLC	Pending
3.	SPIN 107	US Federal	86285900 May 20, 2014	4709609 March 24, 2015	Cumulus Broadcasting LLC	Registered
4.	THE NEW TALK 106.7 WHERE ATLANTA COMES TO TALK	US Federal	88188951 9-NOV-2018		Atlanta Radio, LLC	Pending