

900504507 06/28/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM529736

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Connoisseur Media, LLC		06/26/2019	Corporation DELAWARE
RECEIVING PARTY DATA			
Name:	Cumulus Broadcasting LLC		
Street Address:	3280 Peachtree Street, NW		
Internal Address:	Suite 2200, Attn: Richard S. Denning		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4709609	SPIN 107	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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>			
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		
NAME OF SUBMITTER:	Sidney R. Brown		
SIGNATURE:	/Sidney R. Brown/		
DATE SIGNED:	06/28/2019		
Total Attachments: 3			
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Limited Liability Company

OP \$40.00 4709609

ASSIGNMENT OF CONNOISSEUR INTANGIBLE PROPERTY

This ASSIGNMENT OF CONNOISSEUR INTANGIBLE PROPERTY ("Intangible Property Assignment") is made as of June 26, 2019, by Connoisseur Media Acquisitions, LLC, a Delaware limited liability company ("CMA") and Connoisseur Media, LLC, a Delaware limited liability company ("CM" and together with CMA "Connoisseur"), for the benefit of Cumulus Broadcasting LLC, a Delaware limited liability company ("Cumulus").

WHEREAS, this Intangible Property Assignment is made pursuant to that certain Asset Exchange Agreement ("Exchange Agreement"), dated as of April 10, 2019, between Cumulus, CMA, and certain of their affiliates.

Capitalized terms used but not defined in this Intangible Property Assignment shall have the meanings set forth in the Exchange Agreement.

NOW, THEREFORE, pursuant to the Exchange Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

Connoisseur hereby unconditionally and irrevocably grants, bargains, sells, assigns, transfers, conveys and delivers to Cumulus, free and clear of Liens (other than Connoisseur Permitted Liens), all of Connoisseur's rights in and to the Connoisseur Intangible Property, including the Connoisseur Intangible Property identified on Exhibit A hereto (including the registration thereof and application therefor (wherever filed)), whether statutory or at common law, including all registrations and applications therefor, the right to recover for past infringement, the goodwill associated with such Connoisseur Intangible Property.

This Intangible Property Assignment is intended to evidence the consummation of the transactions contemplated by the Exchange Agreement and is subject to the terms and conditions set forth in the Exchange Agreement. This Intangible Property Assignment is made without representation or warranty, except as provided in and by the Exchange Agreement. Nothing contained in this Intangible Property Assignment shall be construed to supersede, limit or qualify any provision of the Exchange Agreement. To the extent there is a conflict between the terms and provisions of this Intangible Property Assignment and the terms and provisions of the Exchange Agreement, the terms and provisions of the Exchange Agreement shall govern.

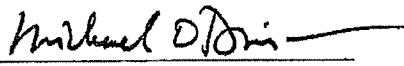
The construction and performance of this Intangible Property Assignment shall be governed by the laws of the State of Delaware without regard to its principles of conflicts of law, as set forth in Section 11.9 of the Exchange Agreement.

This Intangible Property Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

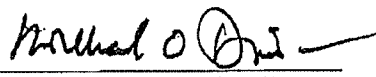
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Intangible Property Assignment to be duly executed as of the day and year first above written.

CONNOISSEUR MEDIA, LLC

By: 
Name: Michael O. Driscoll
Title: Executive Vice President and CFO

**CONNOISSEUR MEDIA ACQUISITIONS,
LLC**

By: 
Name: Michael O. Driscoll
Title: Executive Vice President and CFO

[Signature Page to Assignment of Connoisseur Intangible Property]

Exhibit A

Trademark

Owner	Trademark or Service Mark	Application / Registration No.	Issue Date/ Application Date	Jurisdiction
Connoisseur Media, LLC	SPIN 107	86285900 / 4709609	24 Mar 2015	United States of America

NAI-1507852536v2