# OP \$1765.00.00 7362203

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI210669

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Atlanta Radio, LLC		05/02/2024	Limited Liability Company: DELAWARE
Chicago FM Radio Assets, LLC		05/02/2024	Limited Liability Company: DELAWARE
Consolidated IP Company LLC		05/02/2024	Limited Liability Company: DELAWARE
Cumulus Broadcasting LLC		05/02/2024	Limited Liability Company: DELAWARE
Cumulus Radio LLC		05/02/2024	Limited Liability Company: DELAWARE
DC Radio Assets, LLC		05/02/2024	Limited Liability Company: DELAWARE
Detroit Radio, LLC		05/02/2024	Limited Liability Company: DELAWARE
KLOS-FM Radio Assets, LLC		05/02/2024	Limited Liability Company: DELAWARE
Minneapolis Radio Assets, LLC		05/02/2024	Limited Liability Company: DELAWARE
Radio Networks, LLC		05/02/2024	Limited Liability Company: DELAWARE
San Francisco Radio Assets, LLC		05/02/2024	Limited Liability Company: DELAWARE
Susquehanna Pfaltzgraff LLC		05/02/2024	Limited Liability Company: DELAWARE
Susquehanna Radio LLC		05/02/2024	Limited Liability Company: DELAWARE
WBAP-KSCS Assets, LLC		05/02/2024	Limited Liability Company: DELAWARE
Westwood One, LLC		05/02/2024	Limited Liability Company: DELAWARE
WPLJ Radio, LLC		05/02/2024	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Company Name:	Bank of America, N.A., as Agent
Street Address:	900 West Trade Street
•	TRADEMARK

900852703 REEL: 008420 FRAME: 0426

Internal Address:	Gateway Village – 900 Building
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA

### **PROPERTY NUMBERS Total: 70**

Property Type	Number	Word Mark
Serial Number:	73622031	WKHX
Serial Number:	85620106	Q101
Serial Number:	85620117	Q101.COM
Serial Number:	97218240	FOREVER COUNTRY
Serial Number:	85633095	99X
Serial Number:	74460773	CLASSIC ROCK A-Z
Serial Number:	86124937	CUMULUS
Serial Number:	97450852	CUMULUS BOOST
Serial Number:	77031442	SUPERTALK
Serial Number:	86958580	THE MICHIGAN INSIDER
Serial Number:	77766748	WRQX
Serial Number:	73700071	W4 COUNTRY
Serial Number:	90594062	С
Serial Number:	90593935	CUMULUS RADIO STATION GROUP
Serial Number:	90593909	CUMULUS MEDIA
Serial Number:	76621833	100 FM THE PIKE
Serial Number:	77202404	103.3 ED-FM
Serial Number:	75449284	
Serial Number:	74372601	CAT COUNTRY
Serial Number:	77117502	CAT COUNTRY 98.7
Serial Number:	77202393	ED
Serial Number:	73623623	
Serial Number:	75464720	KAT COUNTRY
Serial Number:	73768652	KATT
Serial Number:	77066778	K-BULL
Serial Number:	78710035	LA INDOMABLE
Serial Number:	77442656	LITEROCK 105
Serial Number:	74563363	OPERATION SNOWBALL
Serial Number:	73173372	OPERATION SNOWFLAKE
Serial Number:	75278787	PEAK FM
Serial Number:	73623601	WIVK

Property Type	Number	Word Mark
Serial Number:	75480389	WIVK
Serial Number:	73545381	WKY
Serial Number:	73592713	WXLO
Serial Number:	78959452	XLO
Serial Number:	77766760	WMAL
Serial Number:	77132483	WDVD
Serial Number:	73622029	WJR
Serial Number:	75344689	FIVE O'CLOCK FUNNIES
Serial Number:	73785780	KQRS
Serial Number:	77196807	KXXR
Serial Number:	74286895	AMERICAN COUNTRY COUNTDOWN
Serial Number:	74309553	THE TOUCH
Serial Number:	73644246	Z-ROCK
Serial Number:	77766754	KSFO
Serial Number:	73534390	WARM
Serial Number:	85920413	THE TICKET
Serial Number:	73622028	KSCS
Serial Number:	73622027	WBAP
Serial Number:	85167466	WBAP
Serial Number:	73576158	WPLJ
Serial Number:	87697903	AUDIO ACTIVE GROUP
Serial Number:	85505701	AUDIO ARCHITECTURE
Serial Number:	77160981	DELICIOUS AUDIO
Serial Number:	87246956	EVERYONE'S LISTENING
Serial Number:	74548640	FIRST IN COUNTRY
Serial Number:	86282214	GOOD TIME OLDIES
Serial Number:	86282227	GOOD TIME OLDIES
Serial Number:	78601053	RADIO VOODOO
Serial Number:	76511903	STORQ
Serial Number:	77638802	STUDIO THINK TANK
Serial Number:	77179961	THE COMPLETE SHEET
Serial Number:	76578538	THE DAILY BULLSHEET
Serial Number:	86062883	W
Serial Number:	86062898	W
Serial Number:	77638806	WBM
Serial Number:	77576040	WBM WISE BROTHER MEDIA
Serial Number:	86010047	WESTWOOD ONE
Serial Number:	73268284	WESTWOOD ONE
		TDADEMADIA

Property Type	Number	Word Mark
Serial Number:	77638800	WISE BROTHER MEDIA

### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** (614)280-3562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

ATTORNEY DOCKET NUMBER:	98699362 - 3
NAME OF SUBMITTER:	Ted Mulligan
SIGNATURE:	Ted Mulligan
DATE SIGNED:	05/03/2024

### **Total Attachments: 13**

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

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "<u>Agreement</u>"), effective as of May 2, 2024, is made by each of the undersigned grantors (each individually, a "<u>Grantor</u>", and collectively, the "<u>Grantors</u>"), in favor of Bank of America, N.A., a national banking association, located at One Bryant Park, New York, New York 10035, as administrative agent (in such capacity, the "<u>Agent</u>") for the benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement).

### WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 2, 2024, 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 Grantors pledged and granted to the 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 Agent on behalf of the Secured Parties to enter into the Credit Agreement, the Grantors agree, for the benefit of the Secured Parties, as follows:

SECTION 1. <u>Definitions</u>. 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 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. <u>Purpose</u>. 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 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. <u>Acknowledgment</u>. The Grantors 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. <u>Termination</u>. 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 Grantors following any such termination, the Agent shall execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. <u>Counterparts</u>. 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, CONSOLIDATED IP COMPANY LLC **CUMULUS BROADCASTING** LLC **CUMULUS RADIO LLC** DC RADIO ASSETS, LLC DETROIT RADIO, LLC KLOS-FM RADIO ASSETS, LLC MINNEAPOLIS RADIO ASSETS. LLC RADIO NETWORKS, LLC SAN FRANCISCO RADIO ASSETS, LLC SUSQUEHANNA PFALTZGRAFF LLC SUSQUEHANNA RADIO LLC WBAP-KSCS ASSETS, LLC WESTWOOD ONE, LLC WPLJ Radio, LLC as Grantors

By:

Name: Francisco J. Lopez-Balboa
Title: Executive Vice President and

Chief Financial Officer

BANK OF AMERICA, N.A., as Administrative Agent

3у: \_*し* 

Name: Angela Berry

Title: Assistant Vice President

REEL: 008420 FRAME: 0433

### SCHEDULE A

## TRADEMARKS

<u> </u>	11.	10.	9.	ω	7.	6	ហ	4	ω	2.	1.	
12.	-	_	•	•		•	•	•	•			
W4 COUNTRY	WRQX	THE MICHIGAN INSIDER US Federal	SUPERTALK	CUMULUS BOOST	CUMULUS	CLASSIC ROCK A-Z	99X	FOREVER COUNTRY	Q101.COM	Q101	WKHX	Mark
US Federal	US Federal	JS Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	Country
73700071 10-DEC-1987	77766748 24-JUN-2009	86958580 30-MAR-2016	77031442 27-OCT-2006	97450852 09-JUN-2022	86124937 21-NOV-2013	74460773 19-NOV-1993	85633095 23-MAY-2012	97218240 13-JAN-2022	85620117 08-MAY-2012	85620106 08-MAY-2012	73622031 25-SEP-1986	Serial No./ Filing Date
1500797 16-AUG-1988	3744328 02-FEB-2010	5077416 08-NOV-2016	3445777 10-JUN-2008	7317264 27-FEB-2024	4813529 15-SEP-2015	1942015 19-DEC-1995	4272138 08-JAN-2013	7356231 09-APR-2024	4304276 19-MAR-2013	4264283 25-DEC-2012	1440808 26-MAY-1987	Reg. No./ Reg. Date
Cumulus Broadcasting LLC	Cumulus Broadcasting LLC	Cumulus Broadcasting LLC	Cumulus Broadcasting LLC	Cumulus Broadcasting LLC	Cumulus Broadcasting LLC	Cumulus Broadcasting LLC	Cumulus Broadcasting LLC	Consolidated IP Company LLCRegistered	Chicago FM Radio Assets, LLC	Chicago FM Radio Assets, LLC	Atlanta Radio, LLC	Owner
Registered; inactive use – no intent to renew registration.	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status

23.	22.	21.	20.	19.	18.	17.	16.	15.	14.	13.
KAT COUNTRY	Frog Design	ED	CAT COUNTRY 98.7 & Design	CAT COUNTRY	Bull Design	103.3 ED-FM	100 FM THE PIKE	CUMULUS MEDIA	CUMULUS RADIO STATION GROUP	Stylized C Design
US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal
75464720	73623623 02-OCT-1986	77202393 11-JUN-2007	77117502 27-FEB-2007	74372601 29-MAR-1993	75449284 12-MAR-1998	77202404 11-JUN-2007	76621833 22-NOV-2004	90593909 22-MAR-2021	90593935 22-MAR-2021	90594062 22-MAR-2021
2441289	1465874 17-NOV-1987	3378260 05-FEB-2008	3338770 20-NOV-2007	1808007 30-NOV-1993	2425497 30-JAN-2001	3391260 04-MAR-2008	3039663 10-JAN-2006			
Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Broadcasting LLC	Cumulus Broadcasting LLC	Cumulus Broadcasting LLC
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Published	Published	Published

38.	37.	36.	35.	34.	33.	32.	31.	30.	29.	28.	27.	26.	25.	24.	
WJR	WDVD	WMAL	XLO	WXLO	WKY	WIVK & Frog Design	WIVK	PEAK FM	OPERATION SNOWFLAKE	OPERATION SNOWBALL	LiteRock 105 & Design LiteRock 105	LA INDOMABLE	K-BULL	KATT	
US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	
73622029	77132483 15-MAR-2007	77766760 24-JUN-2009	78959452 24-AUG-2006	73592713 11-APR-1986	73545381 27-JUN-1985	75480389 06-MAY-1998	73623601 02-OCT-1986	75278787 10-APR-1997	73173372 06-JUN-1978	74563363 15-AUG-1994	77442656 08-APR-2008	78710035 09-SEP-2005	77066778 18-DEC-2006	73768652 12-DEC-1988	08-APR-1998
1468632	3343521 27-NOV-2007	3744333 02-FEB-2010	3251837 12-JUN-2007	1424289 06-JAN-1987	1382702 11-FEB-1986	2259366 06-JUL-1999	1441491 02-JUN-1987	2160393 26-MAY-1998	1122039 10-JUL-1979	1915569 29-AUG-1995	3656562 21-JUL-2009	3129733 15-AUG-2006	3290120 11-SEP-2007	1588203 20-MAR-1990	03-APR-2001
DETROIT RADIO, LLC		DC Radio Assets, LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	Cumulus Radio LLC	
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	

53.	52.	51.	50.	49.	48.	47.	46.	45.	4.	43.	42.	41.	40.	39.
AUDIO ARCHITECTURE	AUDIO ACTIVE GROUP		WBAP & Design	WBAP	KSCS	THE TICKET	WARM	KSFO	Z-ROCK	THE TOUCH	AMERICAN COUNTRY COUNTDOWN	KXXR	KQRS	FIVE O'CLOCK FUNNIES
US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal	US Federal
85505701	87697903 27-NOV-2017	73576158 03-JAN-1986	85167466 02-NOV-2010	73622027 25-SEP-1986	73622028 25-SEP-1986	85920413 01-MAY-2013	73534390 26-APR-1985	77766754 24-JUN-2009	73644246 12-FEB-1987	74309553 31-AUG-1992	74286895 22-JUN-1992	77196807 04-JUN-2007	73785780 10-MAR-1989	25-SEP-1986 75344689 21-AUG-1997
4297217	6583764 07-DEC-2021	1424287 06-JAN-1987	3985215 28-JUN-2011	1464878 10-NOV-1987	1465872 17-NOV-1987	4903502 23-FEB-2016	1368191 29-OCT-1985	3744330 02-FEB-2010	1458726 22-SEP-1987	1766244 20-APR-1993	1784508 27-JUL-1993	3384495 19-FEB-2008	1565072 07-NOV-1989	08-DEC-1987 2199737 27-OCT-1998
WESTWOOD ONE, LLC	WESTWOOD ONE, LLC	WPLJ Radio, LLC	WBAP-KSCS Assets, LLC	WBAP-KSCS Assets, LLC	WBAP-KSCS Assets, LLC	Susquehanna Radio LLC	Susquehanna Pfaltzgraff LLC	San Francisco Radio Assets, LLC	RADIO NETWORKS, LLC	RADIO NETWORKS, LLC	RADIO NETWORKS, LLC	Minneapolis Radio Assets, LLC	Minneapolis Radio Assets, LLC	KLOS-FM Radio Assets, LLC
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered

69.	68.	67.	66.	65.	64.	63.	62.	61.	60.	59.	58.	57.	56.	55.	54.	
WESTWOOD ONE	WESTWOOD ONE	WBM WISE BROTHER MEDIA	WBM	W	W	THE DAILY BULLSHEET	THE COMPLETE SHEET	STUDIO THINK TANK	STORQ	RADIO VOODOO	GOOD TIME OLDIES	GOOD TIME OLDIES	FIRST IN COUNTRY	EVERYONE'S LISTENINGUS Federal	DELICIOUS AUDIO	
US Federal	US Federal															
73268284 30-JUN-1980	86010047 15-JUL-2013	77576040 22-SEP-2008	77638806 23-DEC-2008	86062898 12-SEP-2013	86062883 12-SEP-2013	76578538 01-MAR-2004	77179961 14-MAY-2007	77638802 23-DEC-2008	76511903 01-MAY-2003	78601053 04-APR-2005	86282227 15-MAY-2014	86282214 15-MAY-2014	74548640 30-JUN-1994	87246956 23-NOV-2016	77160981 19-APR-2007	29-DEC-2011
1219413 07-DEC-1982	4585842 12-AUG-2014	3819113 13-JUL-2010	4292570 19-FEB-2013	4542609 03-JUN-2014	4542608 03-JUN-2014	3390508 04-MAR-2008	3648106 30-JUN-2009	4313275 02-APR-2013	2822873 16-MAR-2004	3406655 01-APR-2008	4784313 04-AUG-2015	4784312 04-AUG-2015	1907686 25-JUL-1995	5382064 16-JAN-2018	3514779 14-OCT-2008	05-MAR-2013
WESTWOOD ONE, LLC	WESTWOOD ONE, LLC															
Registered	Registered															

**RECORDED: 05/03/2024**