

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI210770

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Notes)		
SEQUENCE:	3		
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:	U.S. Bank Trust Company, National Association, as Notes Collateral Agent		
Street Address:	2 Concourse Parkway		
TRADEMARK		REEL: 008420 FRAME: 0475	

Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
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	C
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

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 500
Address Line 4: Columbus, OHIO 43219

ATTORNEY DOCKET NUMBER:	98699362-2
NAME OF SUBMITTER:	Ted Mulligan
SIGNATURE:	Ted Mulligan
DATE SIGNED:	05/03/2024

Total Attachments: 15

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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 May 2, 2024, is made by each of the undersigned grantors (each individually, a “Grantor”, and collectively, the “Grantors”), in favor of U.S. Bank Trust Company, National Association, a national banking association, located at 2 Concourse Parkway, Suite 800, Atlanta, Georgia 30328-5588, as notes collateral agent (in such capacity, the “Notes Collateral Agent”) for the benefit of the Secured Parties (as defined in the Indenture).

Reference is made to the Indenture, dated as of May 2, 2024 (as amended, supplemented or otherwise modified from time to time, the “Indenture”), among Cumulus Media New Holdings Inc. (the “Issuer”), the Guarantors from time to time party thereto, U.S. Bank Trust Company, National Association, as trustee, and the Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, in connection with the Indenture, the Grantors have executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 2, 2024, in favor of the Notes Collateral 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 Notes Collateral 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 Notes Collateral Agent on behalf of the Secured Parties to enter into the Indenture, 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 Indenture 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 Notes Collateral 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 Notes Collateral 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 Notes Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture 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 discharge or defeasance of the Notes 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 Notes Collateral Agent shall execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

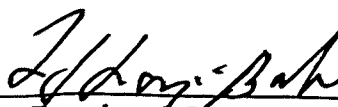
SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission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

[Signature Pages Follow]

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
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




U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Notes Collateral Agent



By: 
Name: Felicia Powell
Title: Vice President

SCHEDULE A
TRADEMARKS


	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
1.	WKHX	US Federal	73622031 25-SEP-1986	1440808 26-MAY-1987	Atlanta Radio, LLC	Registered
2.	Q101	US Federal	85620106 08-MAY-2012	4264283 25-DEC-2012	Chicago FM Radio Assets, LLC	Registered
3.	Q101.COM	US Federal	85620117 08-MAY-2012	4304276 19-MAR-2013	Chicago FM Radio Assets, LLC	Registered
4.	FOREVER COUNTRY	US Federal	97218240 13-JAN-2022	7356231 09-APR-2024	Consolidated IP Company LLC	Registered
5.	99X	US Federal	85633095 23-MAY-2012	4272138 08-JAN-2013	Cumulus Broadcasting LLC	Registered
6.	CLASSIC ROCK A-Z	US Federal	74460773 19-NOV-1993	1942015 19-DEC-1995	Cumulus Broadcasting LLC	Registered
7.	CUMULUS	US Federal	86124937 21-NOV-2013	4813529 15-SEP-2015	Cumulus Broadcasting LLC	Registered
8.	CUMULUS BOOST	US Federal	97450852 09-JUN-2022	7317264 27-FEB-2024	Cumulus Broadcasting LLC	Registered
9.	SUPERTALK	US Federal	77031442 27-OCT-2006	3445777 10-JUN-2008	Cumulus Broadcasting LLC	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
10.	THE MICHIGAN INSIDER	US Federal	86958580 30-MAR-2016	5077416 08-NOV-2016	Cumulus Broadcasting LLC	Registered
11.	WRQX	US Federal	77766748 24-JUN-2009	3744328 02-FEB-2010	Cumulus Broadcasting LLC	Registered
12.	W4 COUNTRY	US Federal	73700071 10-DEC-1987	1500797 16-AUG-1988	Cumulus Broadcasting LLC	Registered; inactive use – no intent to renew registration.
13.	Stylized C Design 	US Federal	90594062 22-MAR-2021		Cumulus Broadcasting LLC	Published
14.	CUMULUS RADIO STATION GROUP	US Federal	90593935 22-MAR-2021		Cumulus Broadcasting LLC	Published
15.	CUMULUS MEDIA	US Federal	90593909 22-MAR-2021		Cumulus Broadcasting LLC	Published
16.	100 FM THE PIKE	US Federal	76621833 22-NOV-2004	3039663 10-JAN-2006	Cumulus Radio LLC	Registered
17.	103.3 ED-FM	US Federal	77202404 11-JUN-2007	3391260 04-MAR-2008	Cumulus Radio LLC	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
18.	Bull Design 	US Federal	75449284 12-MAR-1998	2425497 30-JAN-2001	Cumulus Radio LLC	Registered
19.	CAT COUNTRY	US Federal	74372601 29-MAR-1993	1808007 30-NOV-1993	Cumulus Radio LLC	Registered
20.	CAT COUNTRY 98.7 & Design 	US Federal	77117502 27-FEB-2007	3338770 20-NOV-2007	Cumulus Radio LLC	Registered
21.	ED	US Federal	77202393 11-JUN-2007	3378260 05-FEB-2008	Cumulus Radio LLC	Registered
22.	Frog Design 	US Federal	73623623 02-OCT-1986	1465874 17-NOV-1987	Cumulus Radio LLC	Registered
23.	KAT COUNTRY	US Federal	75464720 08-APR-1998	2441289 03-APR-2001	Cumulus Radio LLC	Registered
24.	KATT	US Federal	73768652 12-DEC-1988	1588203 20-MAR-1990	Cumulus Radio LLC	Registered
25.	K-BULL	US Federal	77066778 18-DEC-2006	3290120 11-SEP-2007	Cumulus Radio LLC	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
26.	LA INDOMABLE	US Federal	78710035 09-SEP-2005	3129733 15-AUG-2006	Cumulus Radio LLC	Registered
27.	LiteRock 105 & Design 	US Federal	77442656 08-APR-2008	3656562 21-JUL-2009	Cumulus Radio LLC	Registered
28.	OPERATION SNOWBALL	US Federal	74563363 15-AUG-1994	1915569 29-AUG-1995	Cumulus Radio LLC	Registered
29.	OPERATION SNOWFLAKE	US Federal	73173372 06-JUN-1978	1122039 10-JUL-1979	Cumulus Radio LLC	Registered
30.	PEAK FM	US Federal	75278787 10-APR-1997	2160393 26-MAY-1998	Cumulus Radio LLC	Registered
31.	WIVK	US Federal	73623601 02-OCT-1986	1441491 02-JUN-1987	Cumulus Radio LLC	Registered
32.	WIVK & Frog Design 	US Federal	75480389 06-MAY-1998	2259366 06-JUL-1999	Cumulus Radio LLC	Registered
33.	WKY	US Federal	73545381 27-JUN-1985	1382702 11-FEB-1986	Cumulus Radio LLC	Registered
34.	WXLO	US Federal	73592713 11-APR-1986	1424289 06-JAN-1987	Cumulus Radio LLC	Registered
35.	XLO	US Federal	78959452 24-AUG-2006	3251837 12-JUN-2007	Cumulus Radio LLC	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
36.	WMAL	US Federal	77766760 24-JUN-2009	3744333 02-FEB-2010	DC Radio Assets, LLC	Registered
37.	WDVD	US Federal	77132483 15-MAR-2007	3343521 27-NOV-2007	DETROIT RADIO, LLC	Registered
38.	WJR	US Federal	73622029 25-SEP-1986	1468632 08-DEC-1987	DETROIT RADIO, LLC	Registered
39.	FIVE O'CLOCK FUNNIES	US Federal	75344689 21-AUG-1997	2199737 27-OCT-1998	KLOS-FM Radio Assets, LLC	Registered
40.	KQRS	US Federal	73785780 10-MAR-1989	1565072 07-NOV-1989	Minneapolis Radio Assets, LLC	Registered
41.	KXXR	US Federal	77196807 04-JUN-2007	3384495 19-FEB-2008	Minneapolis Radio Assets, LLC	Registered
42.	AMERICAN COUNTRY COUNTDOWN	US Federal	74286895 22-JUN-1992	1784508 27-JUL-1993	RADIO NETWORKS, LLC	Registered
43.	THE TOUCH	US Federal	74309553 31-AUG-1992	1766244 20-APR-1993	RADIO NETWORKS, LLC	Registered
44.	Z-ROCK	US Federal	73644246 12-FEB-1987	1458726 22-SEP-1987	RADIO NETWORKS, LLC	Registered
45.	KSFO	US Federal	77766754 24-JUN-2009	3744330 02-FEB-2010	San Francisco Radio Assets, LLC	Registered
46.	WARM	US Federal	73534390 26-APR-1985	1368191 29-OCT-1985	Susquehanna Pfaltzgraf LLC	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
47.	THE TICKET	US Federal	85920413 01-MAY-2013	4903502 23-FEB-2016	Susquehanna Radio LLC	Registered
48.	KSCS	US Federal	73622028 25-SEP-1986	1465872 17-NOV-1987	WBAP-KSCS Assets, LLC	Registered
49.	WBAP	US Federal	73622027 25-SEP-1986	1464878 10-NOV-1987	WBAP-KSCS Assets, LLC	Registered
50.	WBAP & Design 	US Federal	85167466 02-NOV-2010	3985215 28-JUN-2011	WBAP-KSCS Assets, LLC	Registered
51.	WPLJ	US Federal	73576158 03-JAN-1986	1424287 06-JAN-1987	WPLJ Radio, LLC	Registered
52.	AUDIO ACTIVE GROUP	US Federal	87697903 27-NOV-2017	6583764 07-DEC-2021	WESTWOOD ONE, LLC	Registered
53.	AUDIO ARCHITECTURE	US Federal	85505701 29-DEC-2011	4297217 05-MAR-2013	WESTWOOD ONE, LLC	Registered
54.	DELICIOUS AUDIO	US Federal	77160981 19-APR-2007	3514779 14-OCT-2008	WESTWOOD ONE, LLC	Registered
55.	EVERYONE'S LISTENING	US Federal	87246956 23-NOV-2016	5382064 16-JAN-2018	WESTWOOD ONE, LLC	Registered
56.	FIRST IN COUNTRY	US Federal	74548640 30-JUN-1994	1907686 25-JUL-1995	WESTWOOD ONE, LLC	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
57.	GOOD TIME OLDIES	US Federal	86282214 15-MAY-2014	4784312 04-AUG-2015	WESTWOOD ONE, LLC	Registered
58.	GOOD TIME OLDIES	US Federal	86282227 15-MAY-2014	4784313 04-AUG-2015	WESTWOOD ONE, LLC	Registered
59.	RADIO VODOO	US Federal	78601053 04-APR-2005	3406655 01-APR-2008	WESTWOOD ONE, LLC	Registered
60.	STORQ	US Federal	76511903 01-MAY-2003	2822873 16-MAR-2004	WESTWOOD ONE, LLC	Registered
61.	STUDIO THINK TANK	US Federal	77638802 23-DEC-2008	4313275 02-APR-2013	WESTWOOD ONE, LLC	Registered
62.	THE COMPLETE SHEET	US Federal	77179961 14-MAY-2007	3648106 30-JUN-2009	WESTWOOD ONE, LLC	Registered
63.	THE DAILY BULLSHEET	US Federal	76578538 01-MAR-2004	3390508 04-MAR-2008	WESTWOOD ONE, LLC	Registered
64.	WV	US Federal	86062883 12-SEP-2013	4542608 03-JUN-2014	WESTWOOD ONE, LLC	Registered
65.	WV	US Federal	86062898 12-SEP-2013	4542609 03-JUN-2014	WESTWOOD ONE, LLC	Registered
66.	WBM	US Federal	77638806 23-DEC-2008	4292570 19-FEB-2013	WESTWOOD ONE, LLC	Registered
67.	WBM WISE BROTHER MEDIA	US Federal	77576040 22-SEP-2008	3819113 13-JUL-2010	WESTWOOD ONE, LLC	Registered

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
68.	WESTWOOD ONE	US Federal	86010047 15-JUL-2013	4585842 12-AUG-2014	WESTWOOD ONE, LLC	Registered
69.	WESTWOOD ONE	US Federal	73268284 30-JUN-1980	1219413 07-DEC-1982	WESTWOOD ONE, LLC	Registered
70.	WISE BROTHER MEDIA	US Federal	77638800 23-DEC-2008	4292569 19-FEB-2013	WESTWOOD ONE, LLC	Registered

TRADEMARK

REEL: 008420 FRAME: 0490

RECORDED: 05/03/2024