

11-12-2002

11-12-02



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Cumulus Media, Inc. 3535 Piedmont Road, Building 14 Floor 14 Atlanta, GA 30305

2. Name and address of receiving party(ies) Name: JPMorgan Chase Bank, as Collateral Agent Internal Address: Street Address: 270 Park Avenue City: New York State: NY Zip: 10017

3. Nature of conveyance: [X] Other Supplement Execution Date: 10/17/1999

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Penelope Agadoa Internal Address: Federal Research Corporation Street Address: 1030 Fifteenth Street, NW, Suite 920 City: Washington State: D.C. Zip: 20005

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 90.00 8. Deposit account number:

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. David J. Miller Signature Date: October 24, 2002

11/13/2002 BTOM11 00000070 76133343 01 FC:4521 02 FC:4522 40.00 OP 50.00 OP

TRADEMARK REEL: 002613 FRAME: 0618

SCHEDULE II

U.S. Trademark Applications

CUMULUS BROADCASTING, INC.

<u>Mark</u>	<u>Ser. No.</u>	<u>Filing Date</u>	<u>Goods</u>
POWER 107	76/133,343	5/23/02	Radio broadcasting services
THE BRAIN AND THE BEAR	76/413,261	5/23/02	Radio entertainment services in nature of on-going radio program
THE HANDS ON MARATHON	76/416,125	5/23/02	Radio broadcasting services

<<NYCORP~2178055.2>>

SUPPLEMENT dated as of October 17, 2002, to the Guarantee and Collateral Agreement dated as of March 28, 2002 (the "Collateral Agreement"), among CUMULUS MEDIA INC. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto (together with the Borrower, the "Grantors") and JPMORGAN CHASE BANK, as administrative agent (the "Administrative Agent") for the Secured Parties (as such term is defined in the Collateral Agreement).

A. Reference is made to the Credit Agreement, dated as of March 28, 2002 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders party thereto and the Administrative Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Collateral Agreement and the Credit Agreement.

C. Section 4.03(c) of the Collateral Agreement authorizes the Administrative Agent to supplement the Collateral Agreement by supplementing Schedule III thereto or adding additional schedules thereto to specifically identify any asset or item that may constitute Copyrights, Licences, Patents or Trademarks. Cumulus Broadcasting, Inc. ("Cumulus Broadcasting") has identified the additional Trademarks set forth in the Schedule II hereto. Cumulus Broadcasting is executing this Supplement in accordance with the requirements of the Collateral Agreement in order to facilitate a supplemental filing to be made by the Administrative Agent with the United States Patent and Trademark Office.

Accordingly, the Administrative Agent and Cumulus Broadcasting agree as follows:

SECTION 1. Schedule III of the Collateral Agreement is hereby supplemented by the information set forth in Schedule II hereto.

SECTION 2. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of Cumulus Broadcasting and the Administrative Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. Cumulus Broadcasting hereby represents and warrants that the information set forth on Schedule II attached hereto is true and correct.

SECTION 4. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

**SECTION 5. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. Any provisions of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 7. Cumulus Broadcasting agrees that the Administrative Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 9.03 of the Credit Agreement.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

CUMULUS BROADCASTING, INC.,

by

Richard S. Denning  
Name: Richard S. Denning  
Title: VP

JPMORGAN CHASE BANK,  
as Administrative Agent,

by

\_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

CUMULUS BROADCASTING, INC.,

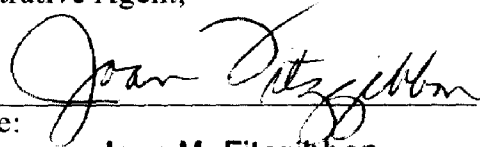
by

\_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK,  
as Administrative Agent,

by

\_\_\_\_\_  
Name:  
Title:



Joan M. Fitzgibbon  
Managing Director

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TRADEMARK  
REEL: 002613 FRAME: 0623

SCHEDULE I

Subsidiary Parties

Cumulus Broadcasting, Inc.  
Cumulus Licensing Corp.  
Cumulus Wireless Services Inc.  
Toledo Ratio Inc.  
Aurora Communications, LLC  
Aurora Holding, LLC  
Aurora of Bridgeport, LLC  
Aurora of Bridgeport License Company, LLC  
Aurora of Westchester, LLC  
Aurora of Westchester Licence Company, LLC  
Aurora of Danbury, LLC  
Aurora of Danbury License Company, LLC  
Aurora of Poughkeepsie, LLC  
Aurora of Poughkeepsie License Company, LLC  
Phoenix of Hendersonville, Inc.

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SCHEDULE II

U.S. Trademark Applications

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