

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

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

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy theraof. 1. Name of conveying party(es): Cumulas Media, Inc. 3535 Piedmont Road, Building 14 Floor 14 Adanta, GA 30305 Individual(s) General Partnership Gorporation-State Other Other Additional name(s) of conveying party(es) attached? Yes No 3. Nature of conveyance: Assignment Gorporation-State Other Security Agreement Gother Supplement Execution Date: 10/17/1999 4. Application number(s) or registration number(s): A Trademark Application No.(s) Please Schedule II arrached hereto. Additional number(s) attached? Additional number(s) attached force or concerning document should be mailed: Name: Penciope Agadoa Internal Address: Federal Research Corporation Street Address: 1030 Fiftsenth Street, NW, Suite 920 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is the and correct and any attached copy is a true copy of the original document. To a part of the street of the pass including one shall, statement, and document To a part of copy or shall, statement, and document To a part of copy or shall, statement, and document To a part of copy or shall, statement, and document To a part of copy or shall, statement, and document To a part of copy or shall, statement, and document To a part of copy or shall, statement, and document To a part of copy or shall, statement, and document To a part of copy of the original document. David J. Miller Name of Person Signing 1. Name of Person Signing 2. Name of address of receving party(se) Name: IPMorgan Chase Bank, as Collateral Agent Internal Address: 270 Park Ascause City. New York Copyration-State New York Copyration-State New York Copyration-State New York Copyration-State New York Copyration-State New York Copyration-State New York Power State New York Copyration-State New York Power State New York Rascortion Date New York Rascortion Date New York Copyration-State New York Rascortion Date New York Rascor	Tab settings	* * * *			
Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of Conveying party(ies) attached? Yes No 4. Application number(s) or cegistration number(s): A Trademark Application No.(s) Please Schedule II attached hereto. Additional number(s) attached Yes No 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Proclope Agadoa 7. Total fee (37 CFR.3.41)	To the Honorable Commissioner of Patents and Trademarks: I	Please record the attached original documents or copy thereof.			
Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: Assignment	Cumulus Media, Inc. 3535 Piedmont Road, Building 14 Floor 14 Atlanta, GA 30305 Individual(s) General Partnership Corporation-State	Name: IPMorgan Chase Bank, as Collateral Agent Internal Address: Street Address: _270 Park Avenue City: _New York State: _NY Zip: _10017 Individual(s) citizenship			
3. Nature of conveyance: Assignment Change of Name Execution Date: 10/17/1999 4. Application number(s) or registration number(s): A. Trademark Application No.(s) Please Schedule II attached hereto. Additional number(s) attached Society Agreement Should be mailed: Name: Penclope Agadoa Internal Address: Federal Research Corporation Street Address: 1030 Fifteenth Street, NW, Suite 920 Po Not Use This SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is the and correct and any attached copy is a true copy of the original document. David J. Miller October 24, 2002 Name of Person Signing City: Washington Signature Cother Corporation-State New York Corporation-State New York Cother 1st assignee is not domiciled in the United States, a domestic representative designation is attached: If assignee is not domiciled in the United States, a domestic resistance of the sate of the Internal Address stateched? In the United States, a domestic representative designation is attached: If assignee is not domiciled in the United States, a domestic representative designation is attached: If assignee is not domiciled in the United States, a domestic representative designation is attached: If assignee is not domiciled in the United States, a domestic representative designation is attached: If assignee is not domiciled in the United States, a domestic representative designation is attached: If assignees is not domiciled in the United States, a domestic representative designation is attached: If assignees is not domiciled in the United States, a domestic representative designation is attached. If assignees is not domicile in the United States, a domestic representative designation is attached. If assignees is not domicile in the United States, a domestic representative designation is attached. If assignees is not domicine in the United States, a domestic representative designation is attached? Internal Address: Federal Research Corporation Internal Address: Fede	Additional name(s) of conveying party(ies) attached? Yes No				
A. Trademark Application No.(s) Please Schedule II attached hereto. Additional number(s) attached Additional number(s) attached Frequency of this page if paying by deposit account) Do Not Use This space 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is the and correct and any attached copy is a true copy of the original document. David J. Miller Name Additional number(s) attached Additional number(s) attached Frederal Registration No.(s) No. 6. Total number of applications and registrations involved: 3. 7. Total fee (37 CFR 3.41)	Assignment	Limited Partnership Corporation-State New York Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Penclope Agadoa Internal Address: Federal Research Corporation Internal Address: Federal Research Corporation To Total fee (37 CFR 3.41)	A. Trademark Application No.(s) Please Schedule II attached hereto.				
Total fee (37 CFR 3.41)\$ 90 Total fee (37 CFR 3.41)\$ 90 Enclosed Authorized to be charged to deposit account 8. Deposit account number: City: Washington State: D.C. Zip: 20005 Do Not Use this space if paying by deposit account) Do Not Use this space 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is the and correct and any attached copy is a true copy of the original document. David J. Miller October 24, 2002 Name of Person Signing Signature 7. Total fee (37 CFR 3.41)\$ Authorized to be charged to deposit account Signature October 24, 2002 Date	Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and			
City: Washington State: D.C. Zip: 20005 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 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 October 24, 2002 Name of Person Signing Signature Date		7. Total fee (37 CFR 3.41)\$_90			
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 October 24, 2002 Name of Person Signing Signature Date	Street Address: 1030 Fifteenth Street, NW, Suite 920	8. Deposit account number:			
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David J. Miller Name of Person Signing October 24, 2002 Date	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				
Name of Person Signing Signature Date		October 24, 2002			
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Mail accuments to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

SCHEDULE II

U.S. Trademark Applications

CUMULUS BROADCASTING, INC.

<u>Mark</u>	Ser. No.	Filing Date	<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

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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 form 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.

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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.]

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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.,

Richard S. Der

Title: VC

JPMORGAN CHASE BANK, as Administrative Agent,

by

Name:

Title:

<<NYCORP~2178055.2>>

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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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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THE HANDS ON MARATHON	76/416,125	5/23/02	Radio broadcasting services

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RECORDED: 10/24/2002