

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Susquehanna Radio Corp.		01/17/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	85920413	THE TICKET	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6502515002		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6502515027		
Email:	jmull@stblaw.com		
Correspondent Name:	Marcela Robledo		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/1585		
NAME OF SUBMITTER:	J. Jason Mull		
Signature:	/J. Jason Mull/		

CH \$40.00 85920413

Date:

01/22/2014

**Total Attachments: 5**

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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 January 17, 2014, is made by:

SUSQUEHANNA RADIO CORP., a Delaware corporation (the "Obligor");

in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, Illinois 60603, as administrative agent (in such capacity, the "Agent") on behalf of the several banks and other financial institutions (the "Lenders") from time to time party to that certain Amended and Restated Credit Agreement, dated as of December 23, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cumulus Media Inc., Cumulus Media Holdings Inc. (the "Borrower"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Obligor is party to the Guarantee and Collateral Agreement, dated as of September 16, 2011 (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Secured Parties (hereafter, as defined in the Guarantee and Collateral Agreement) a continuing security interest in all Intellectual Property, including the Obligor's United States Trademarks; and

WHEREAS, the Obligor has 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 Lenders to continue to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, 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 Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Obligor's United States 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.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Obligor does 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. 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.

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.

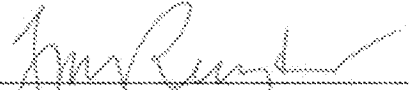
SUSQUEHANNA RADIO CORP., as Obligor,

By: Richard S. Denning  
Name: Richard S. Denning  
Title: Senior Vice President

[Cumulus – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005197 FRAME: 0940**

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the Lenders

By:   
Name: \_\_\_\_\_  
Title: *Tim Ruyter*  
*Executive Director*

SCHEDULE A

U.S. APPLICATIONS:

TRADEMARK	APP. NO.	APP. DATE	OWNER
THE TICKET	85/920,413	May 1, 2013	SUSQUEHANNA RADIO CORP.