## OP \$40.00 4903502

ETAS ID: TM478397

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type                   |
|---|----------|----------------|-------------------------------|
| JP Morgan Chase Bank, N.A., as Administrative Agent |          | 06/04/2018     | National Banking Association: |

### **RECEIVING PARTY DATA**

| Name:             | Susquehanna Radio LLC               |  |
|-------------------|-------------------------------------|--|
| Street Address:   | 3280 Peachtree Road NW              |  |
| Internal Address: | Suite 2200                          |  |
| City:             | Atlanta                             |  |
| State/Country:    | GEORGIA                             |  |
| Postal Code:      | 30305                               |  |
| Entity Type:      | Limited Liability Company: DELAWARE |  |

### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 4903502 | THE TICKET |

### **CORRESPONDENCE DATA**

**Fax Number:** 2029425999

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.

**Email:** anne.pearlman@arnoldporter.com,

cassandra.urbany@arnoldporter.com

**Correspondent Name:** Anne W. Pearlman c/o Arnold & Porter

Address Line 1: 601 Massachusetts Ave., NW

Address Line 4: Washington, D.C. 20001

| ATTORNEY DOCKET NUMBER: | 1013980.00002      |
|-------------------------|--------------------|
| NAME OF SUBMITTER:      | Anne W. Pearlman   |
| SIGNATURE:              | /Anne W. Pearlman/ |
| DATE SIGNED:            | 06/18/2018         |

### **Total Attachments: 4**

source=Executed Release of Trademark Security Interest (Susquehanna Radio LLC)#page1.tif source=Executed Release of Trademark Security Interest (Susquehanna Radio LLC)#page2.tif source=Executed Release of Trademark Security Interest (Susquehanna Radio LLC)#page3.tif

TRADEMARK REEL: 006355 FRAME: 0976 source=Executed Release of Trademark Security Interest (Susquehanna Radio LLC)#page4.tif

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

This RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARK RIGHTS (this "Release"), dated as of June 4, 2018, is made by JPMorgan Chase Bank, N.A., as Administrative Agent for the Secured Parties (in such capacity, the "Agent"), in favor of Susquehanna Radio LLC (the "Grantor"). Capitalized terms used but not defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement (as defined below).

### WITNESSETH

WHEREAS, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of September 16, 2011 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Guarantee and Collateral Agreement"), by and among the Grantor, certain other grantors party thereto and the Agent and (ii) that certain Grant of Security Interest in United States Trademark Rights, dated as of January 17, 2014, made by and between the Grantor and the Agent (the "Trademark Security Agreement" and, together with the Guarantee and Collateral Agreement, the "Security Agreements"), the Grantor has pledged and granted to the Agent a security interest in all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5197, Frame 0963 on January 22, 2014;

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the other Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements; and

WHEREAS, the Agent desires to terminate and release its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

- 1. <u>Release of Security Interest</u>. Agent hereby terminates the Trademark Security Agreement and terminates, cancels, releases and discharges its security interests in, and right of setoff against, and reassigns to the Grantor, all of such Grantor's right, title and interest in, to and under such Grantor's United States Trademarks, including without limitation those referred to on <u>Schedule I</u> hereto (collectively, the "<u>Trademark Collateral</u>").
- 2. <u>Reassignment</u>. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of the Agent's and the Secured Parties' right, title and interest in, to and under the Trademark Collateral.
- 3. <u>Filing of the Release</u>. Agent hereby authorizes the filing of this Release in the United States Patent and Trademark Office by the Grantor or its designees, at Grantor's sole cost and expense.

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- 4. <u>Counterparts; Electronic Transmission</u>. This Release may be executed and delivered by facsimile or other means of electronic transmission (including .pdf) and such transmission shall constitute an original for all purposes.
- 5. <u>Further Assurances</u>. Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor may reasonably request in order to confirm, effectuate or record this Release.
- 6. <u>Governing Law.</u> This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without reference to its conflict of laws principles.

<u>Purposes</u>. The Parties agree that this Release is for recordation purposes only, and that in the event of any conflict between such Release and the In re Cumulus Media Inc. Findings of Fact, Conclusions of Law, and Order Confirming the Debtors' First Amended Joint Chapter 11 Plan of Reorganization (the "<u>Plan of Reorganization</u>"), the terms of the Plan of Reorganization shall control.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JPMORGAN CHASE BANK, N.A. as Agent

Name:

Sandeep S. Parihar

Title:

**Executive Director** 

SCHEDULE I TO

# RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARK RIGHTS

| THE TICKET   | TRADEMARK            |  |
|--|----------------------|--|
| 4903502  | REG. NO.             |  |
| 2/23/2016  | REG. NO.   REG. DATE |  |
| SUSQUEHANNA RADIO LLC (successor by conversion to Susquehanna Radio Corporation) | OWNER                |  |

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**RECORDED: 06/18/2018**