# OP \$965.00 364967

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM478439

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:	CUMULUS BROADCASTING, 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
Name:	CUMULUS MEDIA NEW HOLDINGS, INC.
Street Address:	3280 Peachtree Road NW
Internal Address:	Suite 2200
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	Corporation: DELAWARE
Name:	NASH COUNTRY, 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
Name:	RADIO NETWORKS, LLC
Street Address:	3280 Peachtree Road NW
Internal Address:	Suite 2200
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
	TRADEMARK

900454986 REEL: 006356 FRAME: 0316

Entity Type:	Limited Liability Company: DELAWARE
Name:	RADIO ASSETS, 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
Name:	CONSOLIDATED IP COMPANY 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: 38**

Property Type	Number	Word Mark
Registration Number:	3649678	DANCE GRAVITY
Registration Number:	3802515	EPREP
Registration Number:	2575236	NASHVILLE NOTES
Registration Number:	1496187	www
Registration Number:	4272138	99X
Registration Number:	1942015	CLASSIC ROCK A-Z
Registration Number:	3900235	
Registration Number:	4377277	RIGHT NOW TRAFFIC
Registration Number:	4813529	CUMULUS
Registration Number:	4684973	
Registration Number:	5100564	NASH FM
Registration Number:	5095668	NASHTV
Registration Number:	4548660	THE RHYTHM JAMMIN' THE MOST R&B
Serial Number:	85339762	CUMULUS
Serial Number:	85946896	AMERICA'S MORNING SHOW POWERED BY NASH
Serial Number:	85825181	COUNTRY FOR LIFE
Serial Number:	85711700	NASH
Serial Number:	85778628	NASH
Serial Number:	85778638	NASH AWARDS
Serial Number:	85825193	NASH AWARDS COUNTRY FOR LIFE
Serial Number:	85778630	NASH CHANNEL

Property Type	Number	Word Mark
Serial Number:	85825186	NASH CHANNEL COUNTRY FOR LIFE
Serial Number:	85815213	NASH COUNTRY
Serial Number:	85815230	NASH ENTERTAINMENT
Serial Number:	85778639	NASH FM
Serial Number:	85815987	NASH INTERACTIVE
Serial Number:	85815221	NASH MAGAZINE
Serial Number:	85825202	NASH MAGAZINE COUNTRY FOR LIFE
Serial Number:	85825210	NASH N
Serial Number:	85825206	NASH NETWORK COUNTRY FOR LIFE
Serial Number:	85815212	NASH NOTES
Serial Number:	85778632	NASH ON-LINE
Serial Number:	85825190	NASH ON-LINE COUNTRY FOR LIFE
Serial Number:	85778641	NASH TV
Serial Number:	85825196	NASHFM COUNTRY FOR LIFE
Serial Number:	85825198	NASHTV COUNTRY FOR LIFE
Serial Number:	85778634	THE NASH EXPERIENCE
Serial Number:	85844148	THE WALK WHERE COUNTRY AND CHRISTIAN MUS

### **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: 7**

source=Executed Release of Trademark Security Interest (Cumulus Broadcasting, LLC)#page1.tif source=Executed Release of Trademark Security Interest (Cumulus Broadcasting, LLC)#page2.tif source=Executed Release of Trademark Security Interest (Cumulus Broadcasting, LLC)#page3.tif source=Executed Release of Trademark Security Interest (Cumulus Broadcasting, LLC)#page4.tif source=Executed Release of Trademark Security Interest (Cumulus Broadcasting, LLC)#page5.tif source=Executed Release of Trademark Security Interest (Cumulus Broadcasting, LLC)#page6.tif source=Executed Release of Trademark Security Interest (Cumulus Broadcasting, LLC)#page7.tif

### 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 Cumulus Broadcasting, LLC, Cumulus Media New Holdings, Inc., Nash Country, LLC, Radio Networks, LLC, Radio Assets, LLC and Consolidated IP Company LLC (the "Grantors"). 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 Grantors, certain other grantors party thereto and the Agent and (ii) that certain Grant of Security Interest in United States Trademark Rights, dated as of December 23, 2013, made by and between the Grantors and the Agent (the "Trademark Security Agreement" and, together with the Guarantee and Collateral Agreement, the "Security Agreements"), each of the Grantors have 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 5181, Frame 0162 on December 23, 2013;

WHEREAS, the Grantors have requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all rights, titles and interests 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 interests 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 each of the Grantors, 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 **Schedule I** hereto (collectively, the "Trademark Collateral").
- 2. <u>Reassignment</u>. Agent hereby reassigns, grants and conveys to each of the Grantors, without any representation, recourse or undertaking by Agent, any and all of the Agent's and the Secured Parties' rights, titles and interests in, to and under their respective 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 Grantors or their designees, at Grantors' sole cost and expense.
- 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 Grantors' expense, to take all further actions, and provide to the Grantors all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors 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]

162859079

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** 

162859079

RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARK RIGHTS SCHEDULE I TO

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	OWNER
DANCE GRAVITY & Design	3649678	7/7/09	Radio Networks, LLC
EPREP	3802515	6/15/10	Radio Networks, LLC
NASHVILLE NOTES	2575236	6/4/02	Radio Assets, LLC
WWWW	1496187	7/12/88	Cumulus Broadcasting, LLC
X66	4272138	1/8/13	Cumulus Broadcasting, LLC
CLASSIC ROCK A-Z	1942015	12/19/95	Cumulus Broadcasting, LLC
			Cumulus Media New Holdings,
Cumulus Logo	3900235	1/4/11	Inc. (successor in interest by merger to Cumulus Media
RIGHT NOW TRAFFIC	4377277	7/30/13	Cumulus Broadcasting, LLC
CUMULUS	4813529	9/15/15	Cumulus Broadcasting, LLC
			Cumulus Media New Holdings,
Cumulus Logo	4684973	2/10/15	Inc. (successor in interest by merger to Cumulus Media
			Holdings, Inc.)
NASH FM	5100564	12/13/16	Nash Country, LLC
NASHTV	5095668	12/6/16	Nash Country, LLC
THE RHYTHMJAMMIN' THE MOST R&B	4548660	6/10/14	Consolidated IP Company LLC

APPLICATION NO.	APPLICATION DATE	OWNER
85/339,762		Cumulus Broadcasting, LLC
86/124937	11/21/13	Cumulus Broadcasting, LLC
AMERICA'S MORNING 85/946,896 SHOW POWERED BY NASH		Consolidated IP Company LLC
85/825,181	16-Jan-2013	Consolidated IP Company LLC
85/711,700	23-Aug-2012	Consolidated IP Company LLC
85/778,628	14-Nov-2012	Consolidated IP Company LLC
85/778,638	14-Nov- 2012	Consolidated IP Company LLC
NASH AWARDS COUNTRY 85/825,193	16-Jan-2013	Consolidated IP Company LLC
85/778,630	14-Nov-2012	Consolidated IP Company LLC
85/825,186	16-Jan-2013	Consolidated IP Company LLC
85/815,213	3-Jan-2013	Consolidated IP Company LLC
85/815,230	3-Jan-2013	Consolidated IP Company LLC
	TION NO.	### APPLICATION DATE    6/7/11

NASH FM	85/778,639	14-Nov-2012	Consolidated IP Company LLC
NASH INTERACTIVE	85/815,987	4-Jan-2013	Consolidated IP Company LLC
NASH MAGAZINE	85/815,221	3-Jan-2013	Consolidated IP Company LLC
NASH MAGAZINE COUNTRY FOR LIFE	85/825,202	16-Jan-2013	Consolidated IP Company LLC
NASH & N Design	85/825,210	16-Jan-2013	Consolidated IP Company LLC
NASH NETWORK COUNTRY FOR LIFE	85/825,206	16-Jan-2013	Consolidated IP Company LLC
NASH NOTES	85/815,212	3-Jan-2013	Consolidated IP Company LLC
NASH ON-LINE	85/778,632	14-Nov-2012	Consolidated IP Company LLC
NASH ON-LINE COUNTRY FOR LIFE	85/825,190	16-Jan-2013	Consolidated IP Company LLC
NASH TV	85/778,641	14-Nov-2012	Consolidated IP Company LLC
NASHFM COUNTRY FOR LIFE	85/825,196	16-Jan-2013	Consolidated IP Company LLC
NASHTV COUNTRY FOR LIFE	85/825,198	16-Jan-2013	Consolidated IP Company LLC
THE NASH EXPERIENCE	85/778,634	14-Nov-2012	Consolidated IP Company LLC

THE WALK WHERE	85/844,148	7-Feb-2013	Consolidated IP Company LLC
COUNTRY AND			
CHRISTIAN MUSIC COME			
TOGETHER			