

02-08-2001

Form PTO-1594  
1-31-92

1-29-01



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101608420

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

1. Name of conveying party(ies):

NextMedia Operating, Inc.

- Individuals
- General Partnership -
- Corporation - State: Delaware
- Other:
- Association
- Limited Partnership:

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Interest
- Other -
- Merger
- Change of Name

Execution Date: December 27, 2000

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: \_\_\_\_\_

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-
- Other - Collateral Agent

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)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/098,961  
75/732,564  
75/390,152

Trademark Registration No.(s)\

1,801,110  
2,239,600

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

02/07/2001 6TON11 00000225 76098961

01 FC:481 40.00 DP  
02 FC:482 100.00 DP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

5

7. Total fee (37 CFR 3.41): ..... \$ 140.00

- Enclosed
- Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

(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.

Brian T. Jaenicke

Name of Person Signing

Signature

1/29/01

Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NextMedia Operating, Inc., a Delaware corporation (the "Grantor") with principal offices at 6312 South Fiddlers Green Circle, Suite 360E, Englewood, CO 80111, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 31, 2000 (as amended, restated, modified or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

MARKREG. NO.REG. DATE

STAR*	98158	01/20/99
WHBC	1,801,110	10/26/93
BREAKFAST FLAKES	2,239,600	04/13/99
STAR 105.5*	0069872	02/04/92

\* The Mark "STAR" is registered in Wisconsin and the Mark "STAR 105.5" is registered in Illinois. All the remaining Marks are registered or have applications filed with the United States Patent and Trademark Office.

MARKAPPLICATION NO.APPLICATION DATE

EXTREME COUNTRY	76/098961	07/31/00
A NIGHT AT THE NET	75/732564	06/21/99
ADMIRAL DAN	75/390,152	07/24/98

(i)

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

27<sup>th</sup> day of December, 2000.

NEXTMEDIA OPERATING, INC., Grantor

By 

Name: SEAN STOVER

Title: SRVP; CFO

BANKERS TRUST COMPANY,

as Collateral Agent and Grantee

By 

Name:

Title:

**Gregory P. Shefrin**  
Director

STATE OF Colorado )  
 ) ss.:  
COUNTY OF Arapahoe )

On this 27<sup>th</sup> day of December, 2000, before me personally came \_\_\_\_\_

Sean Stover who, being by me duly sworn, did state as follows: that he is  
SRUP; CFO of NextMedia Operating, Inc., that he is authorized to execute the  
foregoing Grant on behalf of said corporation and that he did so by authority of the Board of  
Directors of said corporation.

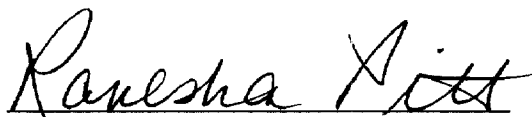
Laura Sutton  
Notary Public



**My Commission Expires 04/26/2003**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this 2nd day of JANUARY, 2001, before me personally came \_\_\_\_\_  
BREG SHEFRIN who, being by me duly sworn, did state as follows: that he is  
A DIRECTOR of Bankers Trust Company, that he is authorized to execute the  
foregoing Grant on behalf of said corporation and that he did so by authority of the Board of  
Directors of said corporation.

  
Notary Public

**RANESHA PITT**  
Notary Public, State of New York  
No. 01PI6046637  
Qualified in Bronx County  
Commission Expires August 14, 2002