

03-05-2001

FORM PTO-1618A
Expires 06/30/99

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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02-15-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #72

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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03/05/2001 DBYRNE 00000030 75732564

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002243 FRAME: 0423

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="75-732564"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Sean R. Storer, CFO

2/13/01

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of October 31, 2000, is made by and between Pride Communications, LLC, an Illinois limited liability company, individually and as a successor-in-interest to Pride Communications, Ltd., an Illinois limited partnership (collectively, "**Assignor**") and NextMedia Operating, Inc., a Delaware corporation ("**Assignee**").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "**Agreement**"), dated as of June 30, 2000, pursuant to which, among other things, Assignor agreed to sell to Assignee substantially all of the assets used by Assignor in connection with the business and operations of radio stations WZSR-FM, Woodstock, Illinois, WAIT-AM, Crystal Lake, Illinois, WLIP-AM, Kenosha, Wisconsin, WIIL-FM, Kenosha, Wisconsin, WEXT-FM, Sturtevant, Wisconsin, WJOL-AM, Joliet, Illinois, WLLI-FM, Joliet, Illinois, WJTW-FM, Joliet, Illinois, and WBVS-FM, Coal City, Illinois (collectively, the "**Business**");

WHEREAS, as contemplated by the Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the intellectual property identified on Schedule A attached hereto and made a part hereof, as registered with the United States Patent and Trademark Office and Network Solutions, Inc., as applicable, together with all other trademarks, service marks, and trade names and the goodwill of the business connected with the use thereof, and symbolized thereby, copyrights, trade secrets, and patents owned by or licensed to Assignor and used in or held for use in connection with the operation, management and marketing of the Business (collectively, the "**Intellectual Property**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein without definition and which are defined in the Agreement shall have the meaning set forth in the Agreement.
2. Assignor does hereby sell, transfer, assign and set over unto Assignee all of Assignor's right, title and interest in and to the Intellectual Property.
3. From and after the date hereof, Assignor, at Assignee's request, will promptly execute and/or deliver to Assignee all such additional documents which may be reasonably necessary to effect the transfer of the Intellectual Property from Assignor to Assignee.

4. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this agreement to be signed as of the date first written above.

ASSIGNOR:

PRIDE COMMUNICATIONS, LLC
an Illinois limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

NEXTMEDIA OPERATING, INC.,
a Delaware corporation

By: _____
Sean Stover,
Chief Financial Officer and
Treasurer

IN WITNESS WHEREOF, Assignor and Assignee have caused this agreement to be signed as of the date first written above.

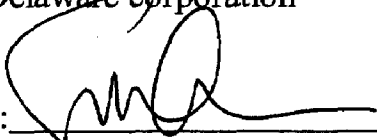
ASSIGNOR:

PRIDE COMMUNICATIONS, LLC
an Illinois limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

NEXTMEDIA OPERATING, INC.,
a Delaware corporation

By:  _____
Sean Stover,
Chief Financial Officer and
Treasurer

SCHEDULE A

INTELLECTUAL PROPERTY

[See attached.]

INTELLECTUAL PROPERTY SEARCH SCHEDULE

Federal	PTO	Pride Communications, L.L.C.	Pride Communications, L.L.C.	75-732564 6/21/99	A NIGHT AT THE NET (Words only)
ILL	S/S	Pride Communications, Ltd.	Pride Communications, Ltd.	069872 2/4/92	STAR 105.5 RADIO (Words only)
ILL	S/S	Pride Communications, Ltd.	Pride Communications, Ltd.	069873 2/4/92	TODAY'S HITS & YESTERDAY'S FAVORITES (Words only)
ILL	S/S	Pride Communications, Ltd.	Pride Communications, Ltd.	070458 5/4/92	RHONDA & WANDA FONDA WANT A HONDA (Words only)
ILL	S/S	Pride Communications, L.L.C.	Pride Communications, L.L.C.	082397 7/17/98	THE BUS (Words only)
WI	S/S	Pride Communications, L.L.C.	Pride Communications, L.L.C.	5901119 1/20/99	STAR (Words only)
INTERNET	N/A	Pride Communications, L.L.C.	Pride Communications, L.L.C.	01/14/1998	967WILLROCK.com
				03/07/1997	AM850WAIT.com
				05/03/1997	EXTREMECOUNTRY.com
				01/14/1998	967WLLI.com
				06/09/1998	7THEBUS.com
				09/16/1999	JUMPONTHEBUS.com
				04/14/2000	WEEKENDATTHEWEB.com
				01/14/1998	WJOL.com
				08/26/1999	PRIDEJOLIET.com
				01/31/1997	PRIDECOMMUNICATIONS.com
				02/11/1997	95WIL.com
				01/14/1998	STAR935.com
				01/31/1997	WLIP.com
				10/27/1999	PRIDERADIO.org
WI	S/S	Pride Communications, L.L.C.	Pride Communications, L.L.C.	08/30/2000	EXTREME COUNTRY