

03-05-2001

FORM PTO-1618A

Expires 06/30/99



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



101626091

02-15-2001

RECORDATION FORM COVER SHEET
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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

Execution Date
Month Day Year

Name

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/KA/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

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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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)

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. Stover

9/30/2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of September ~~30~~, 2000, is made by and between Beaverkettle Company, an Ohio corporation ("**Assignor**") and NextMedia Operating, Inc., a Delaware corporation ("**Assignee**").

WITNESSETH

WHEREAS, Assignor and NextMedia Group, Inc., a Delaware corporation ("**Group**") are parties to that certain Asset Purchase Agreement (the "**Agreement**"), dated as of June 15, 2000, pursuant to which, among other things, Assignor agreed to sell to Group substantially all of the assets used by Assignor in connection with the business and operations of radio stations WHBC 94.1 FM and WHBC 1480 AM in Canton, Ohio (collectively, the "**Business**");

WHEREAS, Group has assigned certain of its rights under the Agreement, including its right to acquire the Intellectual Property (as hereinafter defined), to Assignee pursuant to that certain Assignment and Assumption Agreement dated June 29, 2000 (the "**Assignment**"); and

WHEREAS, as contemplated by both the Agreement and the Assignment, 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, but not with respect to the Sign Pro 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 Ohio.

[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:

BEAVERKETTLE COMPANY,
an Ohio corporation

By: W A Chambers
Name: WILLIAM A CHAMBERS
Title: VICE PRESIDENT

By: JACKMAN S UDDEY
Name: JACKMAN S UDDEY
Title: SECY - TREAS

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:

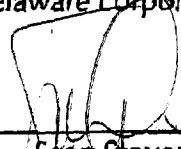
BEAVERKETTLE COMPANY,
an Ohio corporation:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

NEXTMEDIA OPERATING, INC.,
a Delaware corporation

By:  _____
Sean Stover,
Chief Financial Officer and
Treasurer

SCHEDULE A

INTELLECTUAL PROPERTY

1. Service Mark, "WHBC" as registered with the United States Patent and Trademark Office on October 26, 1993, Reg. No. 1,801,110.
2. All rights in the call letters "Mix 94.1 – WHBC-FM" and "1480 WHBC AM," and in the slogan "1480 WHBC Sports TV" and in any variations thereof.
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