

03-30-2001



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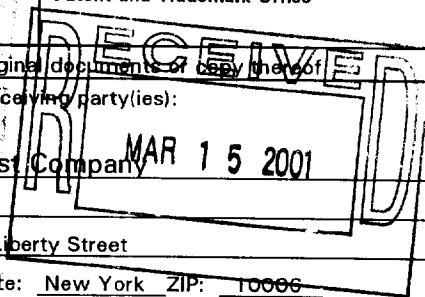
Form PTO-1594
1-31-92

3/15/01

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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



1. Name of conveying party(ies):
NextMedia Group II, Inc.

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

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

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other - _____

Execution Date: July 31, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\
Please see attached Schedule

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian Jaenicke, Legal Assistant
 Internal Address: White & Case LLP

 Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 3

7. Total fee (37 CFR 3.41): \$ 90.00
 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 3/13/01
 Name of Person Signing Signature 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.

| <u>MARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> |
|--------------|-----------------|------------------|
| Rocket Radio | 1,576,856 | January 9, 1990 |
| Rocket | 1,578,146 | January 16, 1990 |
| WRKT | 1,575,586 | January 2, 1990 |

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NextMedia Group II, 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

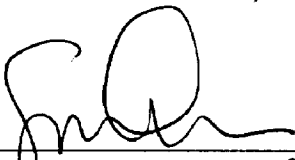
Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

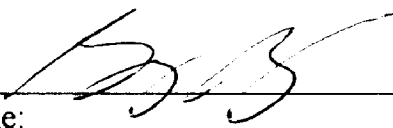
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 31st

day of July, 2000.

NEXTMEDIA GROUP II, INC., Grantor

By 
Name: SEAN STOVER
Title: CFO

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By 
Name: Gregory P. Shefrin
Title: Director

STATE OF New York)
COUNTY OF New York) ss.:

On this 28th day of July, 2000, before me personally came _____
Sean Stover who, being by me duly sworn, did state as follows: that he is
_____ CFO of NextMedia Group II, 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.

Tina T. Clark
Notary Public

TINA T. CLARK
Notary Public, State of New York
No. 01CL601840
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Jan. 11, 2001

STATE OF New York)
COUNTY OF New York) ss.:

On this 28th day of July, 2000, before me personally came _____
Gregory P. Shefrin who, being by me duly sworn, did state as follows: that he is
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.

Tina T. Clark 7/28/00
Notary Public

TINA T. CLARK
Notary Public, State of New York
No. 01CL601840
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Jan. 11, 2001