

04-26-2001



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

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

1. Name of conveying party(ies): NextMedia Operating, Inc.
Individuals, Association, General Partnership, Limited Partnership, Corporation - State: Delaware, Other

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

3. Nature of conveyance: 4-16-01
Assignment, Merger, Security Interest, Change of Name, Other
Execution Date: November 29, 2000

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.
Additional name(s) & address(es) attached?

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/098,961
75/732,564

Trademark Registration No.(s)
1,801,110
Additional numbers attached?

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)

DO NOT USE THIS SPACE

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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: [Handwritten Signature]
Date: 4/12/01
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, Colorado 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.

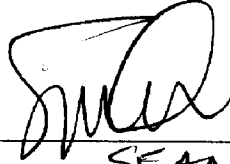
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated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

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT
BLANK.)

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

the 29th day of November, 2000.

NEXTMEDIA OPERATING, INC.,
Grantor



By: _____
Name: SEAN STOVER
Title: SRVP / CFO

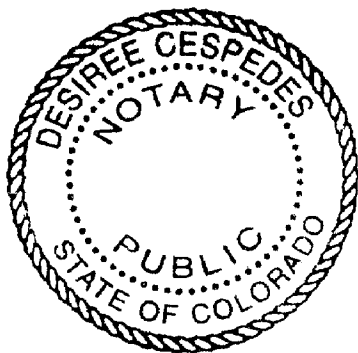
BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By: _____
Name: _____
Title: _____

STATE OF Colorado)
)
COUNTY OF ARAPAHOE)

ss:

On this 29th day of November, 200, before me personally came Sean Stover who, being by me duly sworn, did state as follows: that he is the Senior Vice President, Chief Financial Officer and Treasurer of NextMedia Operating, Inc, that he is authorized to execute the foregoing Grant on behalf of said NextMedia Operating, Inc., and that he did so by authority of the Board of Directors of said NextMedia Operating, Inc.



Desiree Cespedes
Notary Public

My Commission Expires 03/09/03

Schedule A

Marks

Application with USPTO: Extreme Country (app. #76098961, applied on 07/31/00, acquired from Pride Communications, L.L.C.).

Application with USPTO: A Night at the Net (app. # 75732564, applied on 06/21/99, acquired from Pride Communications, L.L.C.).

Registered with USPTO: WHBC (reg. # 1,801,110, registered on 10/26/93, acquired from Beaverkettle Company).