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PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20231. Original documents or copy thereof.

1. Name of conveying party(ies):
Salter Broadcasting Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
 Name: NextMedia Operating, Inc.
 Internal _____
 Address: _____
 Street Address: 6312 S. Fiddler's Circle
 City: Englewood State: CO Zip: 80111

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

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 Agreement Change of Name
 Other _____

Execution Date: _____

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

B. Trademark Registration No.(s)
1,961,940

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Matthew L. Leibowitz
 Internal Address: _____

 Street Address: One SE Third Avenue
Suite 1450
 City: Miami State: FL Zip: 33131

6. Total number of applications and registrations involved: 1

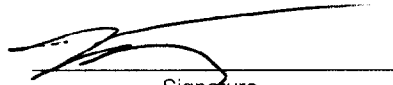
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Matthew L. Leibowitz  May 10, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05-17-2001 10:00:00 AM 0000108 1961940

Additional name(s) of conveying party(ies):

Salter Broadcasting Company is a wholly-owned subsidiary of RadioWorks, Inc.



**BILL OF SALE
AND
GENERAL CONVEYANCE OF ASSETS**

This **BILL OF SALE AND GENERAL CONVEYANCE OF ASSETS** (this "Bill of Sale") is made as of this 30th day of April, 2001, from **RADIOWORKS, INC.**, an Illinois corporation ("RadioWorks"), **WFVR, INC.**, an Illinois corporation ("WFVR") and **WKKD, INC.**, an Illinois corporation ("WKKD"); and together with RadioWorks and WFVR, hereinafter referred to collectively as "Sellers") to **NEXTMEDIA OPERATING, INC.**, a Delaware corporation ("NMO") and **NEXTMEDIA LICENSING, INC.**, a Delaware corporation ("NML"; and together with NMO, hereinafter referred to collectively as "Buyers").

WHEREAS, Sellers and Buyers have entered into a certain Asset Purchase Agreement, dated as of January 1, 2001, as amended by a First Amendment thereto, dated as of April 30, 2001 (as it may be further amended, restated or modified, the "Purchase Agreement"), relating to the purchase and sale of radio stations WKKD(AM) and WERV-FM (f/k/a WKKD-FM) Aurora, Illinois (the "Stations").

NOW, THEREFORE, pursuant to the Purchase Agreement, for the consideration recited therein, Sellers do hereby assign, transfer, convey and deliver to Buyers all of the right, title and interest of Sellers in and to, the Stations and the Station Assets (as such term is defined in the Purchase Agreement):

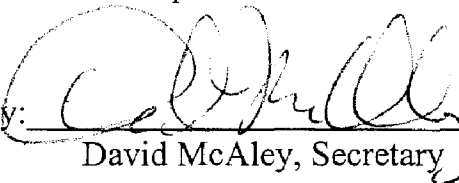
Buyers and their successors and assigns are to have and to hold the Stations and the Station Assets for their own use and benefit forever. Sellers hereby covenant and warrant to Buyers that Sellers are the lawful owners of the Stations and the Station Assets; that the Stations and the Station Assets are free and clear of and from all liens and encumbrances, other than Permitted Liens (as such term is defined in the Purchase Agreement).

The Sellers shall from time to time on or after April 30, 2001, without consideration, execute, acknowledge, perform and deliver all such further acts, assignments, transfers, conveyances, assumptions and assurances as may be required to carry out the intent of this Bill of Sale.

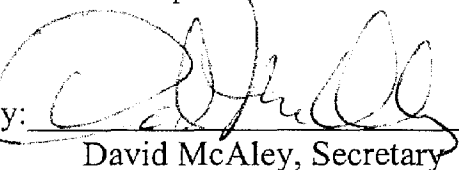
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Sellers, intending to be legally bound hereby, have executed and delivered this Bill of Sale as of the date first written above, with an effective date of April 30, 2001.

RADIOWORKS, INC.,
an Illinois corporation

By: 
David McAley, Secretary

WFVR, INC.,
an Illinois corporation

By: 
David McAley, Secretary

WKKD, INC.,
an Illinois corporation

By: 
David McAley, Secretary

ASSIGNMENT AND ASSUMPTION OF INTANGIBLES

This **ASSIGNMENT AND ASSUMPTION OF INTANGIBLES** (this "Assignment"), dated as of April 30, 2001, is entered into by and among **RADIOWORKS, INC.**, an Illinois corporation ("RadioWorks"), **WFVR, INC.**, an Illinois corporation ("WFVR"), **WKKD, INC.**, an Illinois corporation ("WKKD"; and together with RadioWorks and WFVR, hereinafter referred to collectively as "Assignors") and **NEXTMEDIA OPERATING, INC.**, a Delaware corporation ("Assignee").

WHEREAS, Assignors, **NEXTMEDIA LICENSING, INC.**, a Delaware corporation and Assignee have entered into a certain Asset Purchase Agreement, dated as of January 1, 2001, as amended by a First Amendment thereto, dated as of April 30, 2001 (as it may be further amended, restated or modified, the "Purchase Agreement"), relating to the purchase and sale of radio stations WKKD(AM) and WERV-FM (f/k/a WKKD-FM) Aurora, Illinois (the "Stations").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignee covenant and agree as follows:

1. Assignors hereby sell, assign, transfer, convey and deliver to Assignee, free and clear of all Liens (other than Permitted Liens), all of Assignors' right, title and interest in and to all copyrights, licenses, patents, trademarks, service marks, the call letters "WKKD(AM)" and "WERV-FM" (f/k/a WKKD) and any variation thereof and logotypes, trade names (including registrations and applications for registration of any of the foregoing) and all goodwill associated therewith, and other similar intangible rights and interests issued to or owned by Assignors and used in connection with the full on-air broadcast operations of the Stations, including, without limitation, those set forth on Schedule 1.1.4 to the Purchase Agreement and attached hereto as Exhibit "A". Assignee does not assume any liabilities other than those set forth herein and in the Purchase Agreement.

2. From time to time, at Assignee's request, whether on or after April 30, 2001, and without further consideration, Assignors shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, transfer and assumption as may be reasonably necessary to convey, transfer and assume the Intellectual Property.

3. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty except as provided in and by the Purchase Agreement. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.

4. Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement. Schedules and Sections refer to schedules and sections in the Purchase Agreement.

5. This Assignment shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Illinois without regard or reference to the rules of conflicts of law that would require the application of the law of any other jurisdiction.

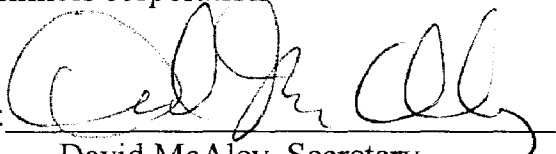
6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. This Assignment shall be binding upon, and inure to the benefit of Assignee, Assignors and their respective successors and assigns.

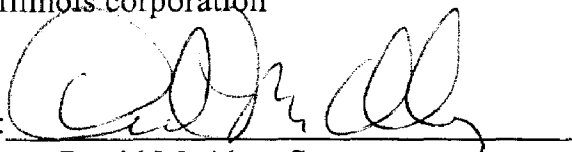
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered as of the date first written above, with an effective date of April 30, 2001.

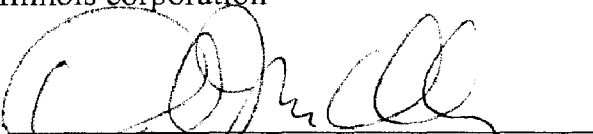
RADIOWORKS, INC.,
an Illinois corporation

By: 
David McAley, Secretary

WFVR, INC.,
an Illinois corporation

By: 
David McAley, Secretary

WKKD, INC.,
an Illinois corporation

By: 
David McAley, Secretary

NEXTMEDIA OPERATING, INC.,
a Delaware corporation

By: _____
Matthew L. Leibowitz, Secretary

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered as of the date first written above, with an effective date of April 30, 2001.

RADIOWORKS, INC.,
an Illinois corporation

By: _____
David McAley, Secretary

WFVR, INC.,
an Illinois corporation

By: _____
David McAley, Secretary

WKKD, INC.,
an Illinois corporation

By: _____
David McAley, Secretary

NEXTMEDIA OPERATING, INC.,
a Delaware corporation

By:  _____
Matthew L. Leibowitz, Secretary

EXHIBIT 'A'

Schedule 1.1.4
Intellectual Property

1. Agreement with Saga Communications to use the identifier "Cool" or "Kool" on WKKD 95.9 FM
2. Registered trademark for Radio Store and design