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PATENT & TRADEMARK OFFICE

06-26-2001

RECC ET

101761324

G7-01

1. **Name of conveying party:** NT Media, LLC, a Delaware limited liability company

2. **Name and address of receiving party:**
Bank of America, N.A., as Agent
555 S. Flower Street
11th Floor, Unit 3283
Los Angeles, California 90071

3. **Nature of conveyance and execution date:** Grant of security interest to receiving party by conveying party pursuant to Grant of Trademark Security Interest dated and executed as of August 31, 2000

4. **Application Number(s) or Registration Numbers(s):**

Trademark Application Numbers:	Trademark Numbers:
None	3,098,988
	2,098,909
	2,102,832
	2,094,511
	2,098,989
	2,331,439
	2,263,300
	2,263,279
	2,263,283
	2,142,870
	2,248,645
	2,299,837
	2,102,848
	1,484,231
	2,113,496
	2,157,395
	2,342,845
	2,288,067
	2,296,097
	2,296,094
	2,324,991
	2,231,057
	2,188,169
	2,157,392

[end of list of numbers]

06/25/2001 TDIAZ1 00000060 3098988

01 FC:481 40.00 OP
02 FC:482 575.00 OP

5. **Mail correspondence concerning document to:**
Douglas S. Gosden, Esq.
Powell, Goldstein, Frazer & Murphy
191 Peachtree Street, N.E.
Sixteenth Floor
Atlanta, Georgia 30303

6. **Total number of applications and registrations involved:** Twenty-four (24)

7. **Total fee (37 CFR 3.41), *enclosed*:** $615.00

8. **Deposit account number:** ***N/A***

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.

Naho Kobayashi

6/7/01
Date

Total Number of Pages for Cover Sheet: Two (2)

Certificate of Express Mailing -- 37 C.F.R. 1.10

Express Mail mailing label number: EK870864190US

I hereby certify that this paper is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on **June 7, 2001** and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Naho Kobayashi

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, NT Media, LLC, a Delaware limited liability company ("Grantor") owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below (other capitalized terms used herein shall have the meanings assigned to such terms in Schedule A hereto)); and

WHEREAS, Grantor and BANK OF AMERICA, N.A., as Agent and representative of (in such capacity herein called the "Secured Party"), entered into a Credit Agreement dated as of July 17, 1998 as amended by that certain First Amendment dated as of July 19, 1999, that certain Limited Waiver and Second Amendment dated as of December 8, 1999 and that certain Assumption Agreement dated as of August 16, 2000 (as amended, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions party thereto (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders") pursuant to Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor;

WHEREAS, pursuant to the terms of a Company Security Agreement dated as of August 16, 2000 (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement"), among Grantor and Secured Party, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Company Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Principal Trademark Collateral"):

(a) each of the trademarks which are the names of newspapers or magazines or other publications published now or in the future by Grantor or the names of lines of businesses conducted by Grantor separate from the publications in each case listed on Schedule B annexed hereto (such trademarks an related intellectual being hereinafter referred to as the "Principal Trademarks"), and rights and interests in Principal Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by Grantor, in whole or in part, and including all common law and other rights in and to the Principal Trademarks in the United States and any state thereof and in foreign countries (but not including any trademarks or service marks which are subject to an intent to use application to register unless and until such registration actually issues) (the "Principal Trademark Rights") with respect thereto and all federal, state and foreign registrations therefor, heretofore or

hereafter granted or applied for (the "Principal Registrations"), the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Principal Trademarks, Principal Registrations and Principal Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Secured Party or otherwise for past, present and future infringements of the Principal Trademarks, Principal Registrations or Principal Trademark Rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and all goodwill of Grantor's business symbolized by the Principal Trademarks and associated therewith, including without limitation the documents and things described in Section (b) (the "Associated Goodwill"); it being understood that the rights and interests included herein shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to the Principal Trademarks, Principal Registrations or Principal Trademark Rights presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties;

(b) the following documents and things in Grantor's possession, or subject to Grantor's right to possession, related to (Y) the production, sale and delivery by Grantor, or by any Affiliate, licensee or subcontractor of Grantor, of products or services sold or delivered by or under the authority of Grantor in connection with the Principal Trademarks, Principal Registrations or Principal Trademark Rights (which products and services shall, for purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Principal Trademarks, Principal Registrations or Principal Trademark Rights); or (Z) any retail or other merchandising operations conducted under the name of or in connection with the Principal Trademarks, Principal Registrations or Principal Trademark Rights by Grantor or any Affiliate, licensee or subcontractor of Grantor:

(i) all lists and ancillary documents that identify and describe any of Grantor's customers, or those of its Affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Principal Trademarks or Principal Trademark Rights, including without limitation any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the Person or Persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by Grantor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(ii) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Principal Trademarks or Principal Trademark Rights;

(iii) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components

and services used in the production of products and services sold or delivered under or in connection with the Principal Trademarks or Principal Trademark Rights; and

(iv) all documents constituting or concerning the then current or proposed advertising and promotion by Grantor or its Affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Principal Trademarks or Principal Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

(c) all proceeds, products, rents and profits (including without limitation license royalties and proceeds of infringement suits) of or from any and all of the foregoing Principal Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected, converted or otherwise disposed of, whether such disposition is voluntary or involuntary.

FURTHER, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by referenced herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 31st day of August, 2000.

GRANTOR:

NT MEDIA, LLC, a Delaware limited liability company

By: _____
Name: JE BRUNST
Title: VP

SECURED PARTY:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

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JUN 07 2001
PATENT & TRADEMARK OFFICE

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF AZ :
: ss
COUNTY OF MARICOPA :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 8 day of AUGUST, 2000, personally appeared J. E. BRUNST, to me known personally, and who, being by me duly sworn, deposes and says that he/she is the V.P. of NT MEDIA, LLC, a Delaware limited liability company and that the foregoing instrument was signed on behalf of said corporation by authority of its BOARD OF DIRECTORS, and said J. E. BRUNST acknowledged said instrument to be the free act and deed of said corporation.

Michelle R. Anderson
Notary Public

My commission expires:

OFFICIAL SEAL
MICHELLE R. ANDERSON
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 20, 2001

OIPE JC13
JUN 07 2001
PATENT & TRADEMARK OFFICE

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 31st day of August, 2000.

GRANTOR:

NT MEDIA, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK OF AMERICA, N.A.

By: George V. Hausler
Name: George V. Hausler
Title: Principal

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OIPE JC13
JUN 07 2001
PATENT & TRADEMARK OFFICE

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA :
: ss
COUNTY OF Los Angeles:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of AUGUST 2000, personally appeared GEORGE HAUSLER, proved to me on the basis of satisfactory evidence ~~known personally to me~~, and who, being by me duly sworn, deposes and says that he/~~she~~ is the PRINCIPLE of Bank of America, N.A., and that said instrument was signed and sealed on behalf of said Secured Party by authority of its Board of Directors, and said PRINCIPLE acknowledged said instrument to be the free act and deed of said Secured Party.

SHARON R. HAYES
Commission # 1217169
Notary Public - California
Los Angeles County
My Comm. Expires Apr 25, 2003

Sharon R. Hayes
Notary Public

My commission expires: April 25, 2003

OIPE JC13
JUN 0 7 2001
PATENT & TRADEMARK OFFICE

SCHEDULE A

TO

GRANT OF TRADEMARK SECURITY INTEREST

Definitions

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, membership interests, by contract or otherwise.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or Governmental Authority.

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SCHEDULE B
TO
GRANT OF TRADEMARK SECURITY INTEREST

Principal Trademarks

Mark	Registration Number	Expiration Date
BEST OF DALLAS (Class 35)	2,098,988	September 23, 2007
BEST OF DENVER (Class 35)	2,098,909	September 23, 2007
BEST OF HOUSTON (Class 35)	2,102,832	October 7, 2007
BEST OF MIAMI (Class 35)	2,094,511	September 9, 2007
BEST OF PHOENIX (Class 35)	2,098,989	September 23, 2007
BIGCITY.COM (Class 35)	2,331,439	March 21, 2010
DALLAS OBSERVER (Class 16)	2,263,300	July 20, 2009
DALLAS OBSERVER (Classes 35 & 42)	2,263,279	July 20, 2009
DALLASOBSERVER.COM (Classes 35 & 42)	2,263,283	July 20, 2009
EDGE (Class 16)	2,142,870	March 10, 2008
EDGE (Class 41)	2,248,645	June 1, 2009
HOUSTON PRESS (Class 16)	2,299,837	December 14, 2009
SF WEEKLY (Class 16)	2,102,848	October 7, 2007
NEW TIMES (Class 16)	1,484,231	April 12, 2008
NEWTIMES.COM (Classes 35 & 42)	2,113,496	November 18, 2007
OBSERVER.COM (Classes 35 & 42)	2,157,395	May 12, 2008
RFT (Class 16)	2,342,845	April 18, 2010
RFT (Classes 35 & 42)	2,288,067	October 19, 2009
RIVERFRONT TIMES (Class 16)	2,296,097	November 30, 2009
RIVERFRONT TIMES (Classes 35 & 42)	2,296,094	November 30, 2009

Mark	Registration Number	Expiration Date
RUXTON	2,324,991	March 7, 2010
SFWEEKLY.COM	2,231,057	March 9, 2009
WESTWORD	2,188,169	September 8, 2008
WESTWORD.COM	2,157,392	May 12, 2008

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