

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
News America Marketing In-Store, Inc.		10/07/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Pop Radio LP
Street Address:	1957 Richville Road
City:	Manchester Center
State/Country:	VERMONT
Postal Code:	05255
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1487052	POP RADIO

CORRESPONDENCE DATA	
Fax Number:	(603)641-2336
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(603) 627-8252
Email:	ipadm@sheehan.com
Correspondent Name:	Sheehan Phinney Bass + Green, P.A.
Address Line 1:	1000 Elm Street, P. O. Box 3701
Address Line 4:	Manchester, NEW HAMPSHIRE 03105-3701

ATTORNEY DOCKET NUMBER:	15691-10600
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NAME OF SUBMITTER:	John Bentas
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Total Attachments: 9
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OP \$40.00 1487052

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

October 7th, 2003

WHEREAS, POP Radio LP, a Delaware limited partnership ("Buyer"), and News America Marketing In-Store, Inc., a Delaware corporation ("Seller"), are parties to that certain Asset Purchase Agreement, dated as of June 30, 2003, as amended (the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement. All terms and conditions of, and all representations, warranties, covenants and agreements relating to, the transactions contemplated by the Purchase Agreement are set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration received by Seller from Buyer pursuant to the Purchase Agreement:

BILL OF SALE

Seller hereby sells, transfers, conveys, assigns, and delivers to Buyer, its successors and assigns, to have and to hold forever, wheresoever located, all rights, titles and interests in and to:

- 1.1 All licenses, leases, contracts and agreements with the vendors listed on Schedule 1.1 attached hereto;
- 1.2 All equipment, fixtures, supplies, inventory software and tangible property listed on Schedule 1.2 attached hereto;
- 1.3 All leases, contracts and agreements with the customers listed on Schedule 1.3 attached hereto;
- 1.4 All right, title and interest of the Seller in and to all copyrights, trademarks or other similar intellectual property rights (**including, but not limited to, the trademark "POP Radio"**) together with the all associated goodwill, as set forth on Schedule 1.4 attached hereto.

(collectively referred to herein as the "Assets"). Seller will retain and not transfer, and Buyer will not purchase or acquire, any assets of Seller of any kind other than the Assets.

ASSIGNMENT AND ASSUMPTION AGREEMENT

Buyer acknowledges due receipt of the Bill of Sale and from and after the Closing Date, Buyer assumes the liabilities and obligations of Seller relating to the Assets accruing or arising on or after the Closing Date. Except as set forth in the preceding sentence, Seller will retain and not transfer, and Buyer will not assume or be liable for, any liabilities of any kind of Seller.

* * * * *

Nothing contained herein shall be construed as a waiver of or limitation upon any of the rights or remedies of the parties as set forth in, or arising in connection with, the Purchase Agreement, or any instrument or document delivered by the parties pursuant to the Purchase Agreement. Neither this instrument nor any term hereof may be charged, waived, discharged or terminated other than by an instrument signed by Buyer and Seller.

This Bill of Sale, Assignment and Assumption Agreement is executed in accordance with the terms and conditions of the Purchase Agreement. To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.


The parties may execute this Bill of Sale, Assignment and Assumption Agreement in two or more counterparts (none of which need contain the signatures of all of the parties), each of which will be an original and which together will constitute one and the same instrument.

Seller hereby constitutes and appoints Buyer, its successors and assigns, as the true and lawful attorney in fact of Seller in connection with the transactions contemplated by this instrument, with full power of substitution, in the name and stead of Seller but on behalf of and for the benefit of Buyer, its successors and assigns, to demand and receive any and all of the Assets hereby conveyed, assigned, and transferred or intended so to be, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of Seller, for the benefit of Buyer, its successors and assigns, proceeding at law, in equity, or otherwise, which Buyer or its successors or assigns reasonably deem proper in order to collect or reduce to possession or endorse any of the Assets, and to do all acts and things in relation to the Assets which Buyer or its successors or assigns deem desirable.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale, Assignment and Assumption Agreement as of the date first set forth above.

SELLER:

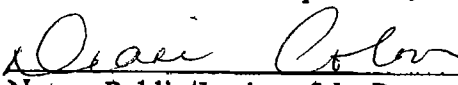
News America Marketing In-Store, Inc.

By: 
Wayne Campanelli
Senior Vice President, Finance

STATE OF Connecticut
COUNTY OF Fairfield

On this 7 day of October, 2003, personally appeared before me, the undersigned officer, the above named Wayne Campanelli, known to me or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be her free act and deed on behalf of the corporation, before me.

DIANE COLOVO
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 2007


Notary Public/Justice of the Peace
Print Name: Diane Colovo
My Commission Expires:

BUYER:

POP Radio LP

By POP Media LLC
Its Managing Member

By: _____
Gary Seem, Manager

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2003, personally appeared before me, the undersigned officer, the above named Gary Seem, known to me or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be her free act and deed on behalf of the limited partnership, before me.

Notary Public/Justice of the Peace
Print Name: _____
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale, Assignment and Assumption Agreement as of the date first set forth above.

SELLER:

News America Marketing In-Store, Inc.

By: _____
Wayne Campanelli
Senior Vice President, Finance

STATE OF _____
COUNTY OF _____


On this ___ day of _____, 2003, personally appeared before me, the undersigned officer, the above named Wayne Campanelli, known to me or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be her free act and deed on behalf of the corporation, before me.

Notary Public/Justice of the Peace
Print Name: _____
My Commission Expires: _____

BUYER:

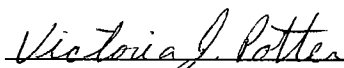
POP Radio LP

**By POP Media LLC
Its Managing Member**

By: 
Gary Seem, Manager

STATE OF Vermont
COUNTY OF Bennington

On this 2nd day of October, 2003, personally appeared before me, the undersigned officer, the above named Gary Seem, known to me or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be her free act and deed on behalf of the limited partnership, before me.


Notary Public/Justice of the Peace
Print Name: Victoria J. Potter
My Commission Expires: 2/10/07

Schedule 1.1

Vendor Agreements

1. Service Agreement, dated as of March 8, 2001, between News America Marketing In-Store Services, Inc. ("NAMIS") and BI Acquisition, Inc.*
2. Agreement, dated January 1, 2000, between News America Marketing In-Store Services, Inc. and Muzak LLC.*
3. License Agreement, dated August 11, 2000, between News America Marketing In-Store Services, Inc. and Jam Creative Productions, Inc.
4. Agreement, dated as of September 1, 2001, between News America Marketing In-Store Services, Inc. and Crosswater Productions. [This Agreement is not signed].

Schedule 1.2

Tangible Assets

None

Schedule 1.3

Retailer Agreements

1. Smartsource Master Marketing Agreement, dated [], 2000, between NAMIS and Ahold USA, Inc. [*Bi-Lo, Giant Foods – Carlisle, Stop & Shop (Edwards), Tops Markets*].*
2. Smartsource Radio Marketing Agreement, dated October [24], 2002, between NAMIS and Brooks Pharmacy/Maxi Drug, Inc.
3. Smartsource Radio Marketing Agreement, dated April 6, 2000, between NAMIS and Eckerd Corporation
4. Smartsource Radio Marketing Agreement, dated February 14, 2000, between NAMIS and Delhaize America, Inc. [*Food Lion Stores*]
5. Smartsource Radio Marketing Agreement, dated February 14, 2000, between NAMIS and Kash N' Karry Food Stores, Inc.
6. Smartsource Radio Marketing Agreement, dated February 26, 2003, between NAMIS and Foodmaster Super Markets, Inc.
7. Smartsource Broadcast Network Marketing Agreement, dated May 20, 1999, between NAMIS and Farm Fresh Supermarkets.
8. Addendum to Master Lease Agreement, dated August 29, 2000, between NAMIS and Genuardi's Family Markets, Inc. Master Lease Agreement, dated August 29, 2000.*
9. Addendum to Master Lease Agreement, dated February 6, 2003, between NAMIS and Pathmark Stores, Inc. Master Lease Agreement, dated January 1, 2003, between NAMIS and Pathmark Stores, Inc.
10. Marketing Agreement, dated April 22, 2003, between NAMIS and GU Markets, LLC & Participating Stores.
11. Smartsource Radio Marketing Agreement, dated March 26, 2000, between NAMIS and Ingle's.
12. Smartsource Radio Marketing Agreement, dated January 26, 2002, between NAMIS and The Kroger Co. [as amended by sideletter]

* A redacted copy of the Master Agreement is attached to the schedules. Seller and retailer will enter into a separate Radio Marketing Agreement in the form attached to these schedules. The terms of the Radio Marketing Agreement will be in accordance with the terms of the attached form agreement or the terms set forth in the Master Agreement and addendums thereto.

13. Smartsource Radio Marketing Agreement, dated March 21, 2000, between NAMIS and Minyard Food Stores. *[This agreement expired according to its terms but the parties are operating in accordance with its terms.]*
14. A. Smartsource Radio Marketing Agreement, dated June 19, 2000, between NAMIS and Price Chopper Supermarkets *[This agreement expired according to its terms].*

B. Letter of Understanding, dated March 4, 2003, from RBS Media Group, LLC to NAMIS regarding compensation in respect of ad sales into Price Chopper. The Letter of Understanding is unsigned.
15. Smartsource Radio Marketing Agreement, dated November 1, 1999, between NAMIS and Seaway Food Town, Inc.
16. Smartsource Radio Marketing Agreement, dated December 4, 2000, between NAMIS and Wegman's Food Markets, Inc. *[This agreement expired according to its terms but the parties are operating in accordance with its terms.]*
17. Addendum No. 2 to the Master Lease Agreement, dated April 19, 2001, between NAMIS and Winn Dixie Stores, Inc.*
18. Muzak Services Agreement, dated January 9, 1996, between Muzak Limited Partnership, Bashas Inc. and NAMIS (as successor in interest to ActMedia, Inc.).
19. Marketing Agreement, dated January 1, 1994, between NAMIS (as successor in interest to Pop Radio Corporation) and Brookshire Inc. *[This agreement expired according to its terms but the parties are operating in accordance with its terms.]*

In addition, the Seller is doing business with the following retailers however there are no agreements in place (or a prior agreement has expired) with these retailers:

- a. CGG Corporation (aka United Western Grocers)
- b. Nash Finch (Big Valu)(aka Foodtown)
- c. Penn Traffic (Big M Markets)
- d. Raley's
- e. Save Mart
- f. Wakefern Food Corp.
- g. Food Lion
- h. Supervalu/Cubs Foods
- i. Rite Aid

Schedule 1.4

Intellectual Property

Trademark:	Registration No.	International Class
Pop Radio	1,487,052	35