

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rocket City Broadcasting, LLC		07/29/2005	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2325 Lakeview Parkway, Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78448523	CHRIS AND DEE DEE	
CORRESPONDENCE DATA			
Fax Number:	(404)602-9050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4000		
Email:	lvirts@hunton.com		
Correspondent Name:	Greta T. Griffith, Esq.		
Address Line 1:	Suite 4100, 600 Peachtree Street, N.E.		
Address Line 2:	Hunton & Williams LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Greta T. Griffith		
Signature:	/s/Greta T. Griffith		
Date:	09/19/2005		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made and entered into as of July 29, 2005, by and between ROCKET CITY BROADCASTING, LLC, a Florida limited liability company (f/k/a STG Media, L.L.C.) ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 3, 2003, by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (as the same has been and may be amended, modified or supplemented from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans to Grantor and the other Borrowers party thereto; and

WHEREAS, in connection with the execution by Grantor and the other Credit Parties of the Credit Agreement, Grantor and the other Borrowers are party to that certain Security Agreement, dated as of October 3, 2003, in favor of Agent, for itself and the ratable benefit of Lenders (including all annexes, exhibits or schedules thereto, as the same has been and may be amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any

Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

"Grantor":

ROCKET CITY BROADCASTING LLC, a Florida limited liability company

By: BLACK CROW MEDIA GROUP, LLC
Manager

By: [Signature]
Name: J. Michael Linn
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent


By: _____
Name: Jonathan Balch
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida
COUNTY OF Volusia ss.

On this 29th day of July, 2005 before me personally appeared J. Michael Linn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ROCKET CITY BROADCASTING LLC, a Florida limited liability company, who being by me duly sworn did depose and say that he is an authorized manager of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its manager and that he acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]
Notary Public {seal}

 TRACEY K. COPELAND
MY COMMISSION # DC 069942
EXPIRES: March 25, 2008
Bonded Thru Budget Notary Services

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

United States Patent and Trademark Office

Mark	Country	Status	Serial No.	Registration No.	Registration Date
Chris and Dee Dee	U.S.	Pending	78/448523		