

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NextMedia Operating, Inc.		11/15/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nexbank, SSB, as Second Lien Collateral Agent		
<b>Street Address:</b>	13455 Noel Road		
<b>Internal Address:</b>	Suite 2220		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	State Savings Bank: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2451260	ADMIRAL DAN	
Registration Number:	2239600	BREAKFAST FLAKES	
Registration Number:	2505853	NEXTMEDIA	
Registration Number:	1578146	ROCKET	
Registration Number:	1576856	ROCKET RADIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	038611-0035		

OP \$140.00 2451260

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	11/17/2005
<b>Total Attachments: 9</b> source=TSA2nd#page1.tif source=TSA2nd#page2.tif source=TSA2nd#page3.tif source=TSA2nd#page4.tif source=TSA2nd#page5.tif source=TSA2nd#page6.tif source=TSA2nd#page7.tif source=TSA2nd#page8.tif source=TSA2nd#page9.tif	

**TRADEMARK SECURITY AGREEMENT  
(SECOND LIEN)**

Trademark Security Agreement, dated as of November 15, 2005 (as amended, restated or otherwise modified, the "**Trademark Security Agreement**"), between each of NEXTMEDIA OPERATING, INC., NEXTMEDIA GROUP, INC., NM LICENSING LLC, NEXTMEDIA OUTDOOR, INC., NEXTMEDIA NORTHERN COLORADO, INC., NEXTMEDIA FRANCHISING, INC., NEXTMEDIA OUTDOOR, LLC (collectively, "**Grantors**") and NEXBANK, SSB, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "**Collateral Agent**").

W I T N E S S E T H:

Whereas, Grantors are party to a Pledge and Security Agreement (Second Lien) dated as of November 15, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties a security interest in all of such 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) the trademark and service mark registrations and applications referred to on Schedule I hereto (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill (collectively, "**Trademarks**"); and

(b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are

incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Remainder of page intentionally left blank]

In witness whereof, each 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.


**NEXTMEDIA OPERATING, INC.**

By:   
Name: Sean Stover  
Title: Senior Vice President and  
Chief Financial Officer


**NEXTMEDIA GROUP, INC.**

By:   
Name: Sean Stover  
Title: Senior Vice President and  
Chief Financial Officer


**NM LICENSING LLC**

By:   
Name: Sean Stover  
Title: Vice President


**NEXTMEDIA OUTDOOR, INC.**

By:   
Name: Sean Stover  
Title: Vice President


**NEXTMEDIA NORTHERN COLORADO, INC.**

By:   
Name: Sean Stover  
Title: Vice President

**NEXTMEDIA FRANCHISING, INC.**

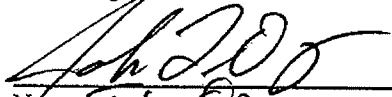
By:   
Name: Sean Stover  
Title: Vice President

**NEXTMEDIA OUTDOOR, LLC**

By:   
Name: Sean Stover  
Title: Vice President

Accepted and Agreed:


**NEXBANK, SSB,**  
as Collateral Agent

By:   
Name: John Ory  
Title: VICE PRESIDENT

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**U.S. TRADEMARKS**






Registrant	Mark	Application No. Filing Date	Registration No. Registration Date
NextMedia Operating, Inc.	ADMIRAL DAN	75/390,152 11/14/97	2,451,260 05/15/01
NextMedia Operating, Inc.	BREAKFAST FLAKES	75/302,773 06/03/97	2,239,600 04/13/99
NextMedia Operating, Inc.	NEXTMEDIA	75/827,877 10/21/99	2,505,853 11/31/01
NextMedia Operating, Inc.	ROCKET	73/800,345 05/15/89	1,578,146 01/16/90
NextMedia Operating, Inc.	ROCKET RADIO	73/800,154 05/15/89	1,576,856 01/09/90
NextMedia Outdoor, Inc.		75/357,812 09/11/97	2,277,157 09/14/99
NextMedia Outdoor, Inc.	NATIONAL INDOOR ADVERTISING CORPORATION	75/357,813 09/11/97	2,260,083 07/06/99
NextMedia Outdoor, Inc.	THINK OF US AS OUTDOOR WITH PLUMBING	75/357,811 09/11/97	2,268,247 08/10/99

**STATE TRADEMARKS**

Registrant	State	Mark	Registration No. Registration Date
Next Media	Illinois	BEST OF THE 80'S, 90'S AND TODAY	87566 08/02/01
Next Media	Illinois	ROCK N ROLL FAVORITES FOR THE BURBS	87749 09/05/01
Next Media	Illinois	TODAY'S BEST MUSIC AND LAKE COUNTY'S FAVORITES 102.3 XLC	87840 09/25/01
Next Media	Wisconsin	95 WILL ROCK	02/27/02
Next Media	Wisconsin	AM 1050 WLIP	02/27/02



Registrant	State	Mark	Registration No. Registration Date
Next Media	Wisconsin	EXTREME COUNTRY 104.7	02/27/02
Nextmedia Inc.	Illinois	CHICAGOLAND'S VOICE	90254 03/11/03
Next Media Inc.	Texas	NEXTMEDIA	59014 08/30/99
NextMedia Group	Michigan	MOOSE COUNTRY	M05110 11/04/03
NextMedia Group	Michigan	THE MOOSE	M05112 11/04/03
Next Media Group LLC	Illinois	1340 WJOL – WILL COUNTY'S NEWS-TALK-SPORTS	91925 03/04/04
NextMedia Group, LLC	Illinois	96.7 WILL ROCK-ROCKS!	89066 06/06/02
NextMedia Group, LLC	Illinois	98.3 WCCQ TODAY'S COUNTRY AND YOUR ALL-TIME FAVORITES	92028 03/29/04
NextMedia Group, LLC	Illinois	100.7 RXO THE SOUTHLAND'S CLASSIC ROCK	90187 02/24/03
NextMedia Group, LLC	Illinois	1340 WJOL – THE VOICE OF JOLIET	88846 05/02/02
NextMedia Group, LLC	Illinois	TODAY'S HOTTEST HITS @ 100.7 THE BUS	87997 11/09/01
Next Media Group Operating, Inc.	Illinois	THE BEST VARIETY OF THE 80'S, 90'S & TODAY	87784 09/11/01
NextMedia Operating, Inc.	Illinois	102.3 WXLC	92007 03/23/04
NextMedia Operating, Inc.	Illinois	1220 WKRS	92006 03/23/04
NextMedia Operating, Inc.	Illinois	LAKE COUNTY'S FAVORITES	92008 03/23/04
NextMedia Operating, Inc.	Illinois	STAR 105.5	90895 07/31/03
NextMedia Operating, Inc.	Illinois	THE VOICE OF LAKE COUNTY	92005 03/23/04
NextMedia Operating, Inc.	North Carolina	ROCK 104 5	15648 12/22/99

Registrant	State	Mark	Registration No. Registration Date
NextMedia Operating, Inc.	South Carolina	HOT TALK WRNN 99.5 	01/25/02
NextMedia Operating, Inc.	South Carolina	SPORTS RADIO 1450	01/25/02
NextMedia Operating, Inc.	South Carolina		01/25/02
NextMedia Operating, Inc.	South Carolina	STAR 92.1	01/25/02
NextMedia Operating, Inc.	South Carolina		01/25/02
NextMedia Operating, Inc.	South Carolina	WAVE 104.1 CLASSIC ROCK	01/25/02
NextMedia Operating, Inc.	South Carolina	WKZQ 101.7	01/25/02
NextMedia Operating, Inc.	South Carolina		01/25/02
Next Media Operating, Inc.	Wisconsin	104.7 THE WOLF	01/28/04
Next Media Operating, Inc.	Wisconsin	104.7 THE WOLF NEW COUNTRY & THE LEGENDS	01/28/04
Next Media Operating, Inc.	Wisconsin	 New Country & the Legends	01/28/04
Next Media Operating, Inc.	Wisconsin	AXES FOR XMAS	12/15/04
Next Media Operating, Inc.	Wisconsin	EXTREME COUNTRY	10/29/03
NextMedia Operating, Inc.	Wisconsin	KENOSHA'S RADIO STATION GOOD TIME ROCK N ROLL AM 1050 WLIP	08/03/05
NextMedia Operating, Inc.	Wisconsin	THE ROCK STATION	05/12/04

Registrant	State	Mark	Registration No. Registration Date
NextMedia Operating, Inc.	Wisconsin	THEE ROCK STATION	05/12/04
Next Media Operating, Inc.	Wisconsin	TWELVE GUITARS OF CHRISTMAS	12/08/04
Next Media Operating, Inc.	Wisconsin	WHERE THE SUPERSTARS PLAY	10/29/03
NextMedia Operating Group, Inc.	Texas	93.1 KMKT KATY COUNTRY	800058224 02/22/02
NextMedia Operating Group, Inc.	Texas	97.5 K-LAKE FM	800058261 02/22/02
NextMedia Operating Group, Inc.	Texas	97.5 K-LAKE FM, YOUR HOME FOR TODAY'S HITS AND YESTERDAY'S FAVORITES	800058226 02/22/02
NextMedia Operating Group, Inc.	Texas	PLAYING THE BEST OF THE NEW AND GOLD IT'S YOUR KIND OF COUNTRY 93.1 KMKT	800058265 02/22/02