

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elliot B Evers		12/06/2005	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	NextMedia Operating, Inc.		
Street Address:	6312 S. Fiddlers Green Circle, Suite 360E		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2341120	KBAY	
Registration Number:	2341180	KEZR	
CORRESPONDENCE DATA			
Fax Number:	(214)746-8516		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	adam.nelson@weil.com		
Correspondent Name:	Weil, Gotshal & Manges, c/o Adam Nelson		
Address Line 1:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	65218.0062		
NAME OF SUBMITTER:	Adam Nelson		
Signature:	/Adam Nelson/		
Date:	12/19/2005		

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Elliot B. Evers (“*Assignor*”), as trustee under the San Jose Trust, with a place of business at Media Venture Partners, LLC, Two Jackson Street, Suite 100, San Francisco, CA 94111, is the owner of registrations for the trademarks that are identified in Schedule A (“*Marks*”) on and in connection with the classes of goods/services as identified in Schedule A and desires to assign all right, title and interest in, to and under the Marks, together with the goodwill and business symbolized thereby; and

WHEREAS, NextMedia Operating, Inc. (“*Assignee*”), a Delaware corporation with a place of business at 6312 S. Fiddlers Green Circle, Suite 360E, Engelwood, CO 80111, desires to obtain all rights in, to and under the Marks; and

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “*Purchase Agreement*”), dated as of July 14, 2005, by and among Infinity Radio Inc., a Delaware corporation (“*Infinity*”), NM Licensing LLC, a Delaware limited liability company, and Assignee, related to the sale and acquisition of radio broadcast stations KEZR(FM), San Jose, California (Facility ID No. 1176), and KBAY(FM), Gilroy, California (Facility ID No. 35401) (the “*Stations*”), Infinity agreed to assign all of its right, title and interest in, to and under the Marks to Assignee, and Assignee has agreed to accept such assignment; and

WHEREAS, in accordance with the Purchase Agreement and pursuant to that certain San Jose Trust Agreement (the “*Trust Agreement*”), dated July 29, 2005, by and among Infinity and Assignor, Infinity assigned its right, title and interest in, to and under the Marks to Assignor, as evidenced by that certain Assignment of Trademarks (the “*First Assignment*”), effective July 29, 2005, by and between Infinity and Assignor; and


WHEREAS, in accordance with its obligations under the Trust Agreement, Assignor desires to assign all its right, title and interest in, to and under the Marks to Assignee, and Assignee desires to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, following the acquisition of the Marks by Assignor pursuant to the First Assignment, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in, to and under the Marks, whether statutory or at common law, including all registrations and applications therefor, the right to recover for past infringement, and the goodwill associated with such Marks in the operation of the business of the Stations.

This Assignment of Trademarks (“*Assignment*”) is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

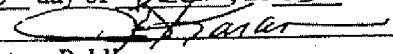
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of
December 6, 2005.

TRUSTEE


Elliot B. Evers, Trustee of the San Jose
Trust

Sworn to before me this

6th day of Dec., 2005


Notary Public



SCHEDULE A

MARK	REG. NO.	REG. DATE	CLASS
KBAY	Federal Reg. No., 2341120	April 11, 2000	Radio Broadcasting Services
KEZR	Federal Reg. No., 2341180	April 11, 2000	Radio Broadcasting Services
Today's Best Mix	California Reg. No., 052266	October 14, 1999	Radio Broadcasting Services