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
NextMedia Operating, Inc.		12/06/2005	CORPORATION: DELAWARE
NM Licensing LLC		12/06/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	2325 Lakeview Parkway
Internal Address:	Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2341120	KBAY
Registration Number:	2341180	KEZR

CH $65.00 2341120

CORRESPONDENCE DATA

Fax Number: (404)572-5149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404.572.2611
Email: vfitzpatrick@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 191 Peachtree Street
Address Line 2: c/o Vandy F. Fitzpatrick
Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Vandy F. Fitzpatrick

Signature:	/s/ Vandy F. Fitzpatrick
Date:	01/05/2006

Total Attachments: 3
source=TSA#page1.tif
source=TSA#page2.tif
source=TSA#page3.tif

TRADEMARK SECURITY AGREEMENT
(FIRST LIEN)

Trademark Security Agreement, dated as of December 6, 2005 (as amended, restated or otherwise modified, the "**Trademark Security Agreement**"), between each of NEXTMEDIA OPERATING, INC. and NM LICENSING LLC (collectively, "**Grantors**") and GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "**Collateral Agent**").

WITNESSETH:

Whereas, Grantors are party to a Pledge and Security Agreement (First 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

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 R. Stover
Title: Senior Vice President

NM LICENSING LLC

By: _____
Name: Sean R. Stover
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Federal Registration Number
KBAY	2341120
KEZR	2341180

3933018