TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		12/08/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB
Street Address:	166 Mercer Street, Suite 2R
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	Federally Chartered Savings Bank: DELAWARE

PROPERTY NUMBERS Total: 2

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

OP $65.00 2341120

CORRESPONDENCE DATA

Fax Number: (404)881-7777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-881-7000
Email: barbara.yates@alston.com
Correspondent Name: Christopher S. Haggerty, Esq.
Address Line 1: 1201 W. Peachtree Street
Address Line 2: c/o Alston & Bird LLP
Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	381653
NAME OF SUBMITTER:	Christopher S. Haggerty
Signature:	/Christopher S. Haggerty/

Date:	12/10/2009

Total Attachments: 4
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS
UNDER THE TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

ASSIGNMENT dated as of December 8, 2009 (this "Assignment"), from General Electric Capital Corporation, as initial collateral agent for the Secured Parties (the "Initial Agent") to Wilmington Trust FSB, as successor collateral agent for the Secured Parties (together with its successors and assigns, the "Successor Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement (First Lien) dated as of December 6, 2005 (the "Trademark Security Agreement"), by and between NEXTMEDIA OPERATING, INC. and NM LICENSING, LLC (collectively, the "Grantors") and the Initial Agent, the Grantors granted a security interest to the Initial Agent for the benefit of the Secured Parties in certain Trademark Collateral including the Trademarks set forth on Schedule I thereto;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on January 5, 2006 at Reel 3221, Frame 0246; and

WHEREAS, the Initial Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Credit Agreement and the other Credit Documents, including the Trademark Security Agreement to the Successor Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Initial Agent hereby acknowledges and agrees as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Trademark Security Agreement. The terms "Trademarks" and "Trademark Collateral" shall include, without limitation, those items listed on Schedule I hereto.

2. Assignment of Security Interest. The Initial Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including, without limitation, those with respect to the Trademark Collateral, to the Successor Agent.

3. Further Assurances. The Initial Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment. Initial Agent hereby authorizes Successor Agent to (i) record this Assignment, an abstract thereof, or any other document describing Successor Agent's interest in the Trademark Collateral with the United States Patent and Trademark Office or any other governmental or regulatory authority and (ii) file UCC-1 financing statements describing the Trademark Collateral in any filing office deemed appropriate by Successor Agent.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks (First Lien) by its duly authorized officer as of the date first written above.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Initial Agent

By: _____
Name:
Title: **Brian Y. Guffin**
Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Federal Registration Number
KBAY	2341120
KEZR	2341180

3933018