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.		05/27/2010	CORPORATION: DELAWARE
Nextmedia Group, Inc.		05/27/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	One Madison Avenue
Internal Address:	Agency Manager
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2505853	NEXTMEDIA
Registration Number:	2992434	WHBC
Serial Number:	85047125	
Serial Number:	85047090	

CH $115.00 2505853

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: S. Anita Sinha, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2296
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	05/27/2010

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 27, 2010 (this "***Agreement***"), among **NEXTMEDIA OPERATING, INC.**, a Delaware corporation (the "***Borrower***"), located at 6312 S. Fiddler's Green Circle, #205E, Greenwood Village, CO 80111, **NEXTMEDIA GROUP, INC.**, a Delaware corporation ("***Holdings***", and together with the Borrower, each a "***Grantor***"), located at 6312 S. Fiddler's Green Circle, #205E, Greenwood Village, CO 80111 and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("***CS***"), as collateral agent (in such capacity, the "***Collateral Agent***").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "***Guarantee and Collateral Agreement***"), among the Borrower, Holdings, certain subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrower, Holdings, the Lenders party thereto and CS, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrower) is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver the Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "***Trademark Collateral***"):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings

thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof; and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby;

(c) all other assets, rights, and interests that uniquely reflect or embody such goodwill, but excluding in all cases any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. §1501(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office ((a), (b) and (c) collectively, the "***Trademarks***");

(d) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof,

(e) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof), and

(f) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the Trademarks and all other similar assets, rights and interests that uniquely reflect or embody such goodwill, provided that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark application or resulting registration.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEXTMEDIA OPERATING, INC.,

By:_____
Name: Eric W. Neumann
Title: Vice President and Chief Financial Officer

NEXTMEDIA GROUP, INC.,

By:_____
Name: Eric W. Neumann
Title: Vice President and Chief Financial Officer

SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT

Trademarks

I. Trademarks Registered in the Name of NextMedia

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
US	NEXTMEDIA	2,505,853	11/13/2001	NEXTMEDIA OPERATING, INC.	Registered
US	WHBC	2,992,434	9/6/2005	NEXTMEDIA OPERATING, INC.	Registered
US	HIGH OCTANE SOCIAL SHOPPING	(85047125)	(5/25/2010)	NEXTMEDIA OPERATING, INC.	Pending.
US	ROCKETGRAB	(85047090)	(5/25/2010)	NEXTMEDIA OPERATING, INC.	Pending.
US State – California	THE KBAY BREAK ROOM	64,932	9/18/2008	NEXT MEDIA OPERATING, INC. d/b/a KBAY FM KEER FM Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/18/2010.	Registered
US State – California	TODAY'S BEST MIX	52,266	10/14/1999	NEXTMEDIA OPERATING, INC.	Registered
US State - Illinois	Y103.9 –THE GREATEST HITS OF ALL TIME and Design	96,474	8/25/2006	NEXTMEDIA OPERATING INC.	Registered
US State - Illinois	STAR 96.7 YOUR MUSIC VARIETY and Design	96,384	2/1/2004	NEXTMEDIA OPERATING, INC.	Registered
US State – Illinois	1340 WJOL WILL COUNTY'S NEWS-TALK-SPORTS and Design	100,283	5/4/2009	NEXT MEDIA GROUP, LLC Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/19/2010.	Registered
US State – Illinois	100.7 RXQ THE SOUTHLAND'S CLASSIC ROCK and Design	90,187	2/24/2003	NEXTMEDIA GROUP, LLC Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/19/2010.	Registered
US State – Illinois	95.9 THE RIVER – ROCK N ROLL FAVORITES FOR THE BURBS and Design	96,500	9/5/2006	NEXTMEDIA OPERATING, INC.	Registered

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
US State – Illinois	98.3 WCCQ YOUR HOMETOWN COUNTRY STATION and Design	96,383	8/10/2006	NEXTMEDIA OPERATING, INC.	Registered
US State – Illinois	THE BEST VARIETY OF THE 80'S 90'S AND TODAY	87,784	9/11/2001	NEXT MEDIA GROUP OPERATING, INC. Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/21/2010.	Renewed
US State – Illinois	ROCK N ROLL FAVORITES FOR THE BURBS	87,749		NEXT MEDIA Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/21/2010.	Renewed
US State - Michigan	THE MOOSE	M05,112	11/4/2003	NEXTMEDIA GROUP Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/18/2010.	Registered
US State – Michigan	MOOSE COUNTRY	M05,110	11/4/2003	NEXTMEDIA GROUP Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/18/2010.	Registered
US State – Michigan	LISTEN TO THE MRS.	M05,094	10/6/2003	WSGW 1990 AM RADIO, NEXTMEDIA GROUP Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/18/2010.	Registered
US State – Michigan	NEWSRADIO	M05,419	6/30/2004	WSGW RADIO Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/18/2010.	Registered
US State – North Carolina	THE COAST 105.1 AMERICA'S BEST MUSIC and Design	19,117	9/14/2006	NEXTMEDIA OPERATING, INC.	Registered
US State – South Carolina	HOT TALK WRNN 99.5 Stylized Letters	N/A	1/25/2002	NEXTMEDIA OPERATING, INC.	Registered

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
US State – South Carolina	SPORTS RADIO 1450 Stylized Letters	N/A	1/25/2002	NEXTMEDIA OPERATING, INC.	Registered
US State – South Carolina	STAR 92.1 SOFT ROCK FAVORITES and Design	N/A	1/25/2002	NEXTMEDIA OPERATING, INC.	Registered
US State – South Carolina	STAR 92.1 Stylized Letters	N/A	1/25/2002	NEXTMEDIA OPERATING, INC.	Registered
US State – South Carolina	STAR 92.1 YOUR MUSIC…YOUR VARIETY and Design	N/A	3/5/2007	NEXTMEDIA OPERATING, INC.	Registered
US State – South Carolina	WAVE 104.1 CLASSIC ROCK	N/A	1/25/2002	NEXTMEDIA OPERATING, INC.	Registered
US State – South Carolina	WAVE 104.1 Stylized Letters	N/A	1/25/2002	NEXTMEDIA OPERATING, INC.	Registered
US State – South Carolina	WKZQ 101.7 Stylized Letters	N/A	1/25/2002	NEXTMEDIA OPERATING, INC.	Registered
US State – South Carolina	WKZQ ROCK RADIO 101.7 Stylized Letters	N/A	1/25/2002	NEXTMEDIA OPERATING, INC.	Registered
US State – South Carolina	WKZQ NEW ROCK 101.7	N/A	2/8/2007	NEXTMEDIA OPERATING, INC.	Registered
US State – Texas	93.1 KMKT KATY COUNTRY Stylized Letters	800,058,224	2/22/2002	NEXTMEDIA OPERATING GROUP, INC. Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/18/2010.	Registered
US State – Texas	97.5 K-LAKE FM and Design	800,058,261	2/22/2002	NEXTMEDIA OPERATING GROUP, INC. Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/18/2010.	Registered

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
US State – Texas	97.5 K-LAKE FM, YOUR HOME FOR TODAY'S HITS AND YESTERDAY' FAVORITES	800,058,226	2/22/2002	NEXTMEDIA OPERATING GROUP, INC. Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/18/2010.	Registered
US State – Texas	PLAYING THE BEST OF THE NEW AND GOLD IT'S YOUR KIND OF COUNTRY 93.1 KMKT	800,058,265	2/22/2002	NEXTMEDIA OPERATING GROUP, INC. Note: Request to correct registrant's name to NextMedia Operating, Inc. sent on 5/18/2010.	Registered
US State – Wisconsin	THE ROCK STATION	N/A	5/12/2004	NEXTMEDIA OPERATING, INC.	Registered
US State – Wisconsin	THEE ROCK STATION	N/A	5/12/2004	NEXTMEDIA OPERATING, INC.	Registered
US State – Wisconsin	KENOSHA'S RADIO STATION GOOD TIME ROCK N ROLL AM 1050 WLIP and Design	N/A	8/3/2005	NEXTMEDIA OPERATING, INC.	Registered
US State – Wisconsin	95 WIIL ROCK	N/A	2/27/2002	NEXT MEDIA	Registered
US State – Wisconsin	AM 1050 WLIP	N/A	2/27/2002	NEXT MEDIA	Registered
US State – Wisconsin	AXES FOR XMAS	N/A	12/15/2004	NEXT MEDIA OPERATING, INC.	Registered
US State – Wisconsin	TWELVE GUITARS OF CHRISTMAS	N/A	12/8/2004	NEXT MEDIA OPERATING, INC. (A Wisconsin Corporation)	Registered
US State – Wisconsin	WHERE THE SUPERSTARS PLAY	N/A	10/29/2003	NEXT MEDIA OPERATING, INC.	Registered
US State – Wisconsin	EXTREME COUNTRY	N/A	10/29/2003	NEXT MEDIA OPERATING, INC.	Registered
US State – Wisconsin	EXTREME COUNTRY 104.7	N/A	2/27/2002	NEXT MEDIA	Registered

II. Expired Trademarks in which NextMedia has Common Law Rights

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
US State - Illinois	102.3 WXLC	92,007	3/23/2004	NEXTMEDIA OPERATING, INC.	Expired, but still used by NextMedia
US State - Illinois	1220 WKRS	92,006	3/23/2004	NEXTMEDIA OPERATING, INC.	Expired, but still used by NextMedia
US State - Illinois	THE VOICE OF LAKE COUNTY	92,005	3/23/2004	NEXTMEDIA OPERATING, INC.	Expired, but still used by NextMedia
US State – Illinois	STAR 105.5	90,895	7/31/2003	NEXTMEDIA OPERATING, INC.	Expired, but still used by NextMedia