

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Digity, LLC		02/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
Digity Companies, LLC		02/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
Palm Beach Broadcasting LLC		02/10/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	11175 Cicero Drive, Suite 600
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	86081887	DIGITY
Registration Number:	4109553	HIGH OCTANE SOCIAL SHOPPING
Registration Number:	4112444	ROCKETGRAB
Registration Number:	4119719	ROCKETGRAB
Registration Number:	2992434	WHBC
Registration Number:	2505853	NEXTMEDIA
Registration Number:	1576856	ROCKET RADIO
Registration Number:	2426468	WIRK
Registration Number:	2515184	WMBX
Registration Number:	2377579	WEAT-FM
Registration Number:	3379312	WPBZ

TRADEMARK

Registration Number:

3211967

WPBZ

CORRESPONDENCE DATA

Fax Number: 8883259108

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6172390746

Email: kouimet@edwardswildman.com

Correspondent Name: Kristine L Ouimet, Paralegal

Address Line 1: 111 Huntington Avenue

Address Line 2: Edwards Wildman Palmer LLP

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:

211081.0015

NAME OF SUBMITTER:

Kristine L Ouimet

Signature:

/Kristine L Ouimet/

Date:

02/10/2014

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 10, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 18, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Digits Media, LLC, a Delaware limited liability company (the "Borrower"), Digits, LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties party thereto, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrowers) has agreed, pursuant to a Guaranty and Security Agreement, dated as of December 18, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among the Borrower, Holdings, the other Credit Parties party thereto and the Agent, to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower, each Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- b) all renewals and extensions of the foregoing;
- c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Part A of Schedule I attached hereto.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

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.


DIGITY, LLC,
as Grantor

By: 
Name:
Title:

DIGITY COMPANIES, LLC,
as Grantor

By: 
Name:
Title:

PALM BEACH BROADCASTING LLC, as
Grantor

By: 
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Nirmal B. Bivek
Name: Nirmal B. Bivek
Title: Its Duly Authorized Signatory

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

ACKNOWLEDGMENT OF GRANTOR

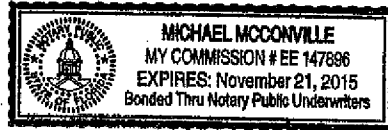
State of Florida)

County of Palm Beach)

ss.

On this 7 day of February, 2014 before me personally appeared DEAN GOODMAN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each Grantor, who being by me duly sworn did depose and say that he is an authorized officer of each such limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Michael McConville
Notary Public



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. U.S. REGISTERED TRADEMARKS

<u>Applicable Company</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Owned/Licensed</u>	<u>Application/ Registration No.</u>
Digity, LLC	Digity	10/03/2013	Owned	86/081,887
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	HIGH OCTANE SOCIAL SHOPPING	03/06/2012	Owned	4,109,553
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	ROCKETGRAB	03/13/2012	Owned	4,112,444
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	ROCKETGRAB	03/27/2012	Owned	4,119,719
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	WHBC	09/06/2005	Owned	2,992,434
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	NEXTMEDIA	11/13/2001	Owned	2,505,853
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	ROCKET RADIO	01/09/1990	Owned	1,576,856
Palm Beach Broadcasting LLC	WIRK	09/3/1999	Owned	2,426,468
Palm Beach Broadcasting LLC	WMBX	03/13/2001	Owned	2,515,184
Palm Beach Broadcasting LLC	WEAT-FM	09/20/2000	Owned	2,377,579
Palm Beach Broadcasting LLC	WPBZ	08/20/2004	Owned	3,379,312
Palm Beach Broadcasting LLC	WPBZ	08/20/2004	Owned	3,211,967

B. STATE REGISTERED TRADEMARKS

<u>Applicable Company</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Owned/Licensed</u>	<u>Application/Registration No.</u>
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	THE KBAY BREAK ROOM	09/18/2008	Owned	US CALIFORNIA 64932
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	LISTEN TO THE MRS.	10/06/2003	Owned	US MICHIGAN M05094
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	MOOSE COUNTRY	11/04/2003	Owned	US MICHIGAN M05110
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	THE MOOSE	11/04/2003	Owned	US MICHIGAN M05112
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	1340 WJOL WILL COUNTRY'S NEWS-TALK-SPORTS & DESIGN	05/4/2009	Owned	US ILLINOIS 100283
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	THE ROCK STATION	05/12/2004	Owned	US WISCONSIN
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	THEE ROCK STATION	05/12/2004	Owned	US WISCONSIN
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	NEWSRADIO	06/30/2004	Owned	US MICHIGAN M05419
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	TODAY'S BEST MIX	10/14/1999	Owned	US CALIFORNIA 52266
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	TWELVE GUITARS OF CHRISTMAS	12/08/2004	Owned	US WISCONSIN ¹
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	AXES FOR XMAS	12/15/2004	Owned	US WISCONSIN
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	104.7N THE WOLF NEW COUNTRY & THE LEGENDS	01/28/2004	Owned	US WISCONSIN
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	STAR 96.7 YOUR MUSIC VARIETY & DESIGN	08/10/2006	Owned	US ILLINOIS 096384
Digity Companies, LLC (as successor in interest to	98.3 WCCQ YOUR HOMETOWN	08/10/2006	Owned	US ILLINOIS 096383

¹ Wisconsin does not assign registration or application numbers for trademarks.

<u>Applicable Company</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Owned/Licensed</u>	<u>Application/Registration No.</u>
NextMedia Operating, Inc. and NextMedia Group, Inc.)	COUNTRY STATION & DESIGN			
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	Y103.9 THE GREATEST HITS OF ALL TIME & DESIGN	08/25/2006	Owned	US ILLINOIS 096474
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	95.9 THE RIVER – ROCK N ROLL FAVORITES FOR THE BURBS & DESIGN	09/05/2006	Owned	US ILLINOIS 096500
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	ROCK N ROLL FAVORITES FOR THE BURBS	09/05/2001	Owned	US ILLINOIS 087749
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	WAVE 104.1 CLASSIC ROCK	01/27/2002	Owned	US SOUTH CAROLINA ²
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	WAVE 104.1 STYLIZED	01/25/2002	Owned	US SOUTH CAROLINA
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	HOT TALK WRNN 99.5 STYLIZED	01/25/2002	Owned	US SOUTH CAROLINA
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	STAR 92.1 STYLIZED	01/25/2002	Owned	US SOUTH CAROLINA
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	AM 1050 WLIP	02/22/2012	Owned	US WISCONSIN
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	97.5 KLAK TODAY'S HITS & YESTERDAY'S FAVORITES	07/10/2012	Owned	US TEXAS 801608769
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	KATY 93.1 COUNTRY	07/10/2012	Owned	US TEXAS 801608774
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	MAD ROCK 102.5	07/10/2012	Owned	US TEXAS 801608781
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	TEXOMA'S BEST	07/10/2012	Owned	US TEXAS 801608785
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	THE LAKE STATION & DESIGN	07/10/2012	Owned	US TEXAS 801608792
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	KMAD 102.5	07/26/2012	Owned	US TEXAS 801608778

² South Carolina does not assign registration or application numbers for trademarks.

<u>Applicable Company</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Owned/Licensed</u>	<u>Application/Registration No.</u>
NextMedia Group, Inc.)				
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	97.5 KLAK	07/27/2012	Owned	US TEXAS 801608758
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	ROCK THE RANCH	07/27/2011	Owned	US Wisconsin
Digity Companies, LLC (as successor in interest to NextMedia Operating, Inc. and NextMedia Group, Inc.)	SAGINAW WONDER FEST	08/07/2012	Owned	US Michigan M11834
Palm Beach Broadcasting LLC	103.1 THE BUZZ THE ONLY STATION THAT REALLY ROCKS	05/3/2011	Owned	Florida Registration T11000000452

C. IP LICENSES

None.