

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NextMedia Operating, Inc.		02/10/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Digity Companies, LLC		
<b>Street Address:</b>	701 Northpoint Parkway, Suite 500		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33407		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(202) 776-2812		
<b>Email:</b>	trademarks@cooley.com		
<b>Correspondent Name:</b>	Elisa P. Rosen		
<b>Address Line 1:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		

**CH \$165.00 4109553**

ATTORNEY DOCKET NUMBER:	501876-101
NAME OF SUBMITTER:	Elisa P. Rosen
Signature:	/Elisa P.Rosen/
Date:	03/02/2014
Total Attachments: 6 source=Digity-NextMedia -- IP Assignment#page1.tif source=Digity-NextMedia -- IP Assignment#page2.tif source=Digity-NextMedia -- IP Assignment#page3.tif source=Digity-NextMedia -- IP Assignment#page4.tif source=Digity-NextMedia -- IP Schedules#page1.tif source=Digity-NextMedia -- IP Schedules#page2.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made this 10th day of February, 2014, by NextMedia Group, Inc., a Delaware corporation, and NextMedia Operating, Inc., a Delaware corporation (collectively, the "Assignors"), and Digits Companies, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, NextMedia Group, Inc., The Mile High Station Trust, LLC, Assignee and Palm Beach Broadcasting, LLC are parties to that certain Asset Purchase Agreement, dated as of October 8, 2013 (the "Purchase Agreement"), pursuant to which Assignors have agreed to sell, convey, transfer, assign and deliver to Assignee all of their right, title and interest in, to the Business Intellectual Property (as defined in the Purchase Agreement) primarily relating to the NextMedia Business (the "Assigned IP");

WHEREAS, Assignee wishes to acquire all of Assignors' right, title and interest in and to the Assigned IP, and Assignors wish to assign same to Assignee; and

NOW, THEREFORE, in accordance with the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign, sell and transfer unto Assignee, its successors and assigns, all of their right, title and interest, throughout the world in perpetuity, including common law rights, in and to the Assigned IP, together with the goodwill associated therewith and the entire Business and/or portion thereof to which the Assigned IP pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Assigned IP, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignors had this assignment not been made. Assignors hereby covenant and agree to provide any further necessary documentation and perform further acts reasonably requested by Assignee necessary to confirm and perfect title in and to the Assigned IP in Assignee, each at Assignee's cost and expense.

This 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.

The parties agree that (i) to the extent this Assignment is structured as an agreement or instrument between MHST Seller and Matrix (or any of its Affiliates) the conveyance by MHST Seller directly to Matrix (or any of its Affiliates) is being effected purely for the administrative convenience of Assignee, (ii) under no circumstances will Matrix (or any of its Affiliates) acquire any rights against MHST Seller by virtue of the execution and delivery of this Assignment or the direct conveyance of any MHST Assets or MHST Obligations to

Matrix (or any of its Affiliates) and (iii) all claims made by Matrix (or any of its Affiliates) with respect to the MHST Assets and MHST Obligations shall be made against Assignee.

The construction and performance of this Assignment shall be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of Laws of any jurisdiction other than the State of Delaware.

This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest. This Assignment may not be assigned by any of the parties hereto.

Delivery of an executed signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original signature page of this Assignment. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the day and year first above written.

**ASSIGNORS**

NEXTMEDIA GROUP, INC.

By: 

Name: Eric W. Neumann  
Title: CFO & Vice President

NEXTMEDIA OPERATING, INC.

By: 

Name: Eric W. Neumann  
Title: CFO & Vice President

**ASSIGNEE**

DIGITY COMPANIES, LLC

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the day and year first above written.

**ASSIGNORS**

NEXTMEDIA GROUP, INC.

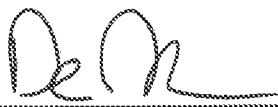
By: \_\_\_\_\_  
Name:  
Title:

NEXTMEDIA OPERATING, INC.

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE**

DIGITY COMPANIES, LLC

By:  \_\_\_\_\_  
Name:  
Title:

**Article 2 – Purchase of Purchased Assets**  
**Schedule 2.1(f) – Business Intellectual Property**

**NextMedia Seller**

**Federal Trademarks**

<b>Trademark</b>	<b>Reg. Number</b>	<b>Reg. Date</b>
HIGH OCTANE SOCIAL SHOPPING	4,109,553	03/06/2012
ROCKETGRAB	4,112,444	03/13/2012
ROCKETGRAB	4,119,719	03/27/2012
WHBC	2,992,434	09/06/2005
NEXTMEDIA	2,505,853	11/13/2001
ROCKET RADIO	1,576,856	01/09/1990

**State Trademarks**

<b>TITLE</b>	<b>LOCATION</b>
100.7 RXQ THE SOUTHLAND'S CLASSIC ROCK & DESIGN	US ILLINOIS
THE KBAY BREAK ROOM	US CALIFORNIA
LISTEN TO THE MRS.	US MICHIGAN
WHERE THE SUPERSTARS PLAY	US WISCONSIN
MOOSE COUNTRY	US MICHIGAN
THE MOOSE	US MICHIGAN
EXTREME COUNTRY	US WISCONSIN
1340 WJOL WILL COUNTRY'S NEWS-TALK-SPORTS & DESIGN	US ILLINOIS
THE ROCK STATION	US WISCONSIN
THEE ROCK STATION	US WISCONSIN
NEWSRADIO	US MICHIGAN
TODAY'S BEST MIX	US CALIFORNIA
TWELVE GUITARS OF CHRISTMAS	US WISCONSIN
AXES FOR XMAS	US WISCONSIN
KENOSHA'S RADIO STATION GOOD TIME ROCK N ROLL AM 1050 WLIP & DESIGN	US WISCONSIN
STAR 96.7 YOUR MUSIC VARIETY & DESIGN	US ILLINOIS
98.3 WCCQ YOUR HOMETOWN COUNTRY STATION & DESIGN	US ILLINOIS
Y103.9 THE GREATEST HITS OF ALL TIME & DESIGN	US ILLINOIS
95.9 THE RIVER – ROCK N ROLL FAVORITES FOR THE BURBS & DESIGN	US ILLINOIS
ROCK N ROLL FAVORITES FOR THE BURBS	US ILLINOIS

TITLE	LOCATION
WAVE 104.1 CLASSIC ROCK	US SOUTH CAROLINA
WAVE 104.1 STYLIZED	US SOUTH CAROLINA
HOT TALK WRNN 99.5 STYLIZED	US SOUTH CAROLINA
STAR 92.1 STYLIZED	US SOUTH CAROLINA
95 WHLROCK	US WISCONSIN
AM 1050 WLIP	US WISCONSIN
97.5 KLAKE TODAY'S HITS & YESTERDAY'S FAVORITES	US TEXAS
KATY 93.1 COUNTRY	US TEXAS
MAD ROCK 102.5	US TEXAS
TEXOMA'S BEST	US TEXAS
THE LAKE STATION & DESIGN	US TEXAS
KMAD 102.5	US TEXAS
97.5 KLAKE	US TEXAS
BURNIN' ASPHALT FUN RUN	US TEXAS <sup>1</sup>
RADIOCARWARS	US TEXAS <sup>2</sup>
ROCK THE RANCH	US Wisconsin
SAGINAW WONDER FEST	US Michigan

#### Domain Names

<http://www.nextmediagroup.net/>  
 945kbay.com,"2014-02-23 03:16:20"  
 945themoose.com,"2014-04-06 12:15:19"  
 95wiilrock.com,"2014-05-09 13:39:51"  
 95willrock.com,"2014-05-09 13:42:39"  
 975klak.com,"2013-11-15 22:19:15"  
 987willfm.com,"2014-07-12 13:39:10"  
 987willfm.net,"2014-07-12 13:39:11"  
 987willfm.org,"2014-07-12 13:39:17"  
 carolinaradioauction.com,"2014-02-17 19:27:47"  
 easterncarolinadininingguide.com,"2014-06-21 23:59:54"  
 easyvacationforyou.com,"2013-11-09 14:49:18"  
 enccares.com,"2014-01-28 02:01:02"  
 encexperts.com,"2014-03-20 05:32:49"  
 encexperts.net,"2014-03-20 05:32:49"  
 encexperts.org,"2014-03-20 05:33:59"  
 fmtalk1005.com,"2014-07-31 00:07:17"  
 halfoffexpo.com,"2014-02-14 16:35:03"  
 insideeasterncarolina.com,"2014-06-21 23:59:54"  
 kbay-kezr.com,"2014-04-20 04:00:00"

<sup>1</sup> Application dated 5/29/13 in process.

<sup>2</sup> Application dated 6/25/13 in process.