

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
VILLAGE VOICE LLC		01/31/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL, CHICAGO BRANCH, AS ADMINISTRATIVE AGENT
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	BANK:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2798749	1STCLASSIFIEDS
Registration Number:	2652951	BEST OF NYC
Registration Number:	2618080	GLOBAL VOICE
Registration Number:	1994330	OBIE
Registration Number:	2616804	PAZZ AND JOP
Registration Number:	2823190	SIREN MUSIC FESTIVAL
Registration Number:	1987845	THE VILLAGE VOICE OBIES
Registration Number:	913683	THE VILLAGE VOICE
Registration Number:	2266634	THE VOICE CAFE
Registration Number:	2649134	VILLAGE VOICE
Registration Number:	2281647	VLS
Registration Number:	2287869	VLS VILLAGE VOICE LITERARY SUPPLEMENT
Registration Number:	1189256	VOICE

OP \$590.00 2798749

Registration Number:	2285383	VOICE LITERARY SUPPLEMENT
Registration Number:	2623303	WRITERS ON THE VERGE
Registration Number:	2117981	LONG ISLAND VOICE
Registration Number:	2194452	LIBIDO BEACH
Serial Number:	76135895	VILLAGE VOICE MEDIA
Serial Number:	76135843	VOICE MEDIA
Serial Number:	78657244	THE VILLAGE VOICE SIREN MUSIC FESTIVAL
Serial Number:	78662500	GAY GOTHAM UNCOVERED
Serial Number:	78662232	GOTHAM UNCOVERED
Registration Number:	2285384	VLS

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-701-7237
Email: cdore@mayerbrownrowe.com
Correspondent Name: Christopher Dore
Address Line 1: 71 South Wacker Drive
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	05/03/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2006 (this "Agreement"), is made between VILLAGE VOICE LLC (the "Grantor"), in favor of BANK OF MONTREAL, CHICAGO BRANCH, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of January 31, 2006 (amending and restating the Credit Agreement, dated as of November 21, 2002), among Village Voice Media Holdings, LLC, a Delaware limited liability (the "Borrower"), the Lenders party thereto from time to time, the Administrative Agent and Harris Nesbitt, as sole Lead Arranger and sole and exclusive Lead Bookrunner (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Supplement to the Subsidiary Pledge and Security Agreement, dated as of November 21, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (d) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification

marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor’s sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security

interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

VILLAGE VOICE LLC

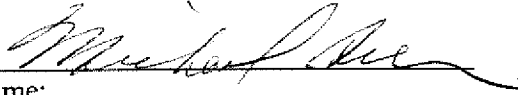
By: Village Voice Media Holdings, LLC,
its Sole Member

By: 
Name:
Title:

Trademark Security Agreement

TRADEMARK
REEL: 003302 FRAME: 0088

BANK OF MONTREAL, CHICAGO BRANCH,
as Administrative Agent

By: 
Name: Michael Silverman
Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 003302 FRAME: 0089

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

See attached Schedule A.

Item B. Trademark Licenses

None.

Schedule A

TRADEMARKS

<u>Mark</u>	<u>Country or Type</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE VILLAGE VOICE	Canada	415,796	8/20/1993
THE VILLAGE VOICE	Canada	417,139	9/17/1993
VOICE	Canada	417,138	9/17/1993
(V)(L)(S) AND DESIGN	Federal	2,285,384	10/12/1999
1ST CLASSIFIEDS	Federal	2,798,749	12/23/2003
BEST OF NYC	Federal	2,652,951	11/19/2002
GLOBAL VOICE	Federal	2,618,080	9/10/2002
OBIE	Federal	1,994,330	8/20/1996
PAZZ AND JOP	Federal	2,616,804	9/10/2002
SIREN MUSIC FRSTIVAL	Federal	2,823,190	3/16/2004
THE VILLAGE VOICE	Federal	2,273,913	8/31/1999
THE VILLAGE VOICE OBIES AND DESIGN	Federal	1,987,845	7/23/1996
THE VILLAGE VOICE STYLIZED	Federal	913,683	6/8/1971
THE VOICE CAFÉ	Federal	2,266,634	8/3/1999
VILLAGE VOICE	Federal	2,649,134	11/12/2002
VLS	Federal	2,281,647	9/28/1999
VLS VILLAGE VOICE LITERARY SUPPLEMENT	Federal	2,287,869	10/19/1999
VOICE	Federal	1,189,256	2/9/1982
VOICE LITERARY SUPPLEMENT	Federal	2,285,383	10/12/1999
WRITERS ON THE VERGE	Federal	2,623,303	9/24/2002
LONG ISLAND VOICE AND DESIGN	Federal	2,117,981	12/2/1997
LIBIDO BEACH	Federal	2,194,452	10/6/1998
VILLAGE VOICE MEDIA (PENDING)	Federal	76/135,895	N/A
VOICE MEDIA (PENDING)	Federal	76/135,843	N/A
THE VILLAGE VOICE SIREN MUSIC FESTIVAL (PENDING)	Federal	78/657,244	N/A
GAY GOTHAM UNCOVERED (PENDING)	Federal	78/662,500	N/A
GOTHAM UNCOVERED (PENDING)	Federal	78/662,232	N/A

Trademark Security Agreement

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RECORDED: 05/03/2006

**TRADEMARK
REEL: 003302 FRAME: 0091**