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
New Age Media of Gainesville, LLC		04/02/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	15 South Franklin
City:	Wilkes-Barre
State/Country:	PENNSYLVANIA
Postal Code:	18711
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2625990	WGFL

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-842-8800
Email: DCTrademarks@dbr.com, Andrea.Engel@dbr.com
Correspondent Name: Jennifer L. Dean
Address Line 1: Drinker Biddle & Reath LLP
Address Line 2: 1500 K Street, N.W., Ste. 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:	42858/236527
NAME OF SUBMITTER:	Andrea L. Engel
Signature:	/Andrea L. Engel/

OP $40.00 2625990

Date:	05/18/2007

Total Attachments: 1
source=wgfl#page1.tif

TRADEMARK SECURITY AGREEMENT

WHEREAS, New Age Media of Gainesville, LLC, a Delaware limited liability company, as DEBTOR (hereinafter referred to as "Assignor"), with an address of c/o New Age Media Management, LLC, 1181 Highway 315, Wilkes-Barre, PA 18702 has purchased the right to use and is using the WGFL trademark, registered with the United States Patent and Trademark Office as Reg. No. 2,625,990 (the "Trademark");

WHEREAS, Assignor is a party to (a) that certain Credit Agreement, dated as of April 2, 2007, with Manufacturers and Traders Trust Company, as LENDER (hereinafter referred to as "Assignee") and the Secured Parties referred to therein (the "Credit Agreement"), (b) that certain Security Agreement dated as of April 2, 2007, in favor of Assignee, and (c) certain other Credit Documents referred to in the Credit Agreement (the agreements referred to in clauses (a), (b) and (c) collectively, the "Agreements"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademark, and any applications and registrations therefor, as well as a security interest in, and mortgage on, the goodwill of the business connected with the use of and symbolized by the Trademark, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Agreements. Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the Collateral made and generated hereby are more fully set forth in the Agreements, the terms and provision of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of April 2, 2007.

NEW AGE MEDIA OF GAINESVILLE, LLC

By: _____

Name: John Parente
Title: Chief Executive Officer

Commonwealth of Pennsylvania
County of Luzerne

Before me personally appeared John Parente, Chief Executive Officer of New Age Media of Gainesville, LLC who I am satisfied is the person who signed the within instrument, and he/she acknowledged that he/she signed, sealed with the company seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such company, made by virtue of a Resolution of its Board of Managers.

[Seal] Marianne Musto (Notary Public)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marianne Musto, Notary Public
Yatesville Boro, Luzerne County
My Commission Expires Oct. 1, 2008
Member, Pennsylvania Association Of Notaries

PR\508593\2