

09-23-2002

9.13.12



To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

102229123

1.	Name and Address of Conveying Party(ies):		Name and Address of Receiving Party(ies):	
	Nassau Broadcasting Partners, L.P. 619 Alexander Road, 3 rd Floor Princeton, New Jersey 08540		Goldman Sachs Credit Partners L.P. 85 Broad Street New York, New York 10004	
	Individual(s)		Individual(s)	
	Association		Association	
	General Partnership		General Partnership	
	<input checked="" type="checkbox"/> Limited Partnership	Delaware	<input checked="" type="checkbox"/> Limited Partnership	Bermuda
	Corporation -- State:		Corporation -- State:	
	Other:		Other:	Limited Liability Company
	Additional Name(s) of Conveying Party(ies) Attached		Additional Name(s) of Receiving Party(ies) Attached	
3.	Nature of Conveyance:		Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.	
	Assignment		4.	Application Number(s) or Registration Number(s): 4
	<input checked="" type="checkbox"/> Security Agreement			Registration No. 2,069,833 Registration No. 1,558,657 Registration No. 2,157,910 Registration No. 2,179,737 See Schedule A Attached
	Merger			
	Change of Name			
	Other:			
	Execution Date:	August 23, 2002		
5.	Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:		6.	Total Number of Applications and Registrations Involved: 4
	Kay Lyn Schwartz Gardere & Wynne, L.L.P. 1601 Elm Street, Suite 3000 Dallas, Texas 75201 214-999-4702 - Telephone 214-999-4667 - Facsimile		7.	Total Fee (37 CFR 3.41): \$115.00
				Previously submitted
				Authorized to be Charged to Deposit Account
			<input checked="" type="checkbox"/>	Charge Any Deficiencies to Deposit Account
			8.	Deposit Account Number: 07-0153
9.	Statement and Signature:			
	To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.			
	 Kay Lyn Schwartz, Reg. No. 39,020 9/5/02 Date		Certificate of Mailing: I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service First Class Mail in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on: September 5, 2002 Date 	
Mail To: Commissioner of Patents and Trademarks, Box ASSIGNMENTS, Washington, D.C. 20231 Total # of Pages Including This Cover Sheet: 7				

09/20/2002 LHWELLER 00000197 2069833

D1 FC:481 40.00 DP
 D2 FC:482 75.00 DP

TRADEMARK SECURITY AGREEMENT

WHEREAS, NASSAU BROADCASTING PARTNERS, L.P. ("Pledgor"), the other Grantors named therein and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as agent for the Secured Parties named therein ("**Agent**") are parties to that certain Pledge and Security Agreement dated as of August 23, 2002 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge Agreement**"),

WHEREAS, pursuant to the terms of the Pledge Agreement, Pledgor has granted to Agent for the benefit of Secured Parties a security interest in substantially all of its assets, including all of its right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Pledgor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of the Obligations. The Trademarks, Trademark registrations, Trademark Licenses and Trademark applications are listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does hereby grant to Agent a continuing security interest in all of its respective right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof, including, without limitation, the Trademark, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by any Pledgor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Pledge Agreement. Pledgor hereby acknowledges and affirms 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 Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used herein, the following terms have the following meanings:

- A. "Trademark License" means any written agreement now or hereafter in existence granting to Pledgor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Pledgor).

- B. "Trademarks" means collectively all of the following now owned or hereafter created or acquired by Pledgor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

Terms not otherwise defined herein, shall have the same meanings as in the Pledge Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of August 23, 2002.

PLEDGOR:

NASSAU BROADCASTING PARTNERS, L.P.

By: Nassau Broadcasting Partners, Inc.
its corporate general partner

By:  _____

Name: Louis F. Mercatanti, Jr.

Title: President

ACKNOWLEDGED AND AGREED TO:

GOLDMAN SACHS CREDIT PARTNERS
L.P., as Agent (THE "PLEDGE")

By: Bradley A. Bennett
Authorized Signatory

SCHEDULE 1
TO TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
New Jersey Radio Network	U.S.	2,069,833 1,558,657
Jersey Retail Network	U.S.	2,157,910
Jersey Radio Network	U.S.	2,179,737