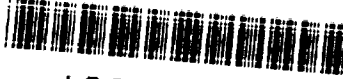


REC

01-13-1999



ET

Tab settings

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To the Honorable Commissioner of Patents and Trademarks

1 original documents or copy thereof.

1. Name of conveying party(ies):

Busse Broadcasting Corporation 141 East Michigan Avenue, Suite 300 Kalamazoo, MI 49007

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - Delaware, Other MRD 1-13-99

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Shawmut Bank Connecticute, N.A.

Internal Address:

Street Address: 777 Main Street, MSN 238

City: Hartford, State: CT ZIP:

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Connecticut, Other

if assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Document ID No.

100789650

- Assignment, Merger, Security Agreement, Change of Name, Other New Cover sheet correcting old security interest cover sheet to delete Reg. No. 1,763,318 from recordation at Reel/Frame 141370625 10-26-95

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 1,761,718

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Keri A. Christ, Esq.

Internal Address: Milbank, Tweed, Hadley & McCloy LLP

Street Address: 1 Chase Manhattan Plaza

City: New York State: NY ZIP: 10005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

13-3250

(Attach duplicate copy of this page if paying by deposit account)

Handwritten notes: 40E, No spec Fee

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

M. Stuart Pixley Name of Person Signing

Signature

January 11, 1999 Date

Total number of pages including cover sheet, attachments, and document: 11



11-27-95

MILBAN

12-22-1995



CLOY

199189318

WASHINGTON, D.C.  
202-638-7500  
FAX: 202-638-7555

LONDON  
44-20-759-0023  
FAX: 44-20-759-0029

MOSCOW  
7-800-888-8048  
FAX: 7-800-758-8044

2-2-930-9000  
FAX: 2-2-930-8810

TOKYO  
81-3-3504-1080  
FAX: 81-3-3505-8700

HONG KONG  
852-2-828-8280  
FAX: 852-2-840-0788

SINGAPORE  
65-434-1700  
FAX: 65-434-8733

JAKARTA  
62-21-822-1872  
FAX: 62-21-822-2790

To the Honorable Commissioner  
of Patents and Trademarks:

Please record the attached original documents or true copy thereof.  
(TRADEMARKS)

- 1. Conveying party: **Busee Broadcasting Corporation, 141 East Michigan Ave., Suite 300, Kalamazoo, MI 49007**
- 2. Receiving party: **Shawmut Bank Connecticut, N.A., 777 Main Street, MSN 238, Hartford, CT 06115**

Form of domestic representative attached? not applicable

- 3. Nature of conveyance: **Security interest in TRADEMARKS**

Execution date: **October 26, 1995**

- 4. Registration Number(s): **see attached Schedule 1**

- 5. Mail all correspondence regarding this recordation to: **Elizabeth M. Matthews, Esq.  
Milbank, Tweed, Hadley & McCloy  
1 Chase Manhattan Plaza  
New York, New York 10005**

- 6. Total Number of properties involved: **5**

- 7. Total Fee: **\$140.00**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original documents.

*Elizabeth M. Matthews*  
Elizabeth M. Matthews, Esq.

*11/27/95*  
Date

Total Number of pages including cover sheet: 76

TAX\26916\_1 11/27/95 9:48am

\$40,000-481  
 + \$100,000-482

2 of 2

**SCHEDULE 1**

	<b>Registration #</b>	<b>Mark</b>
1)	1,735,305	KOLN-KGIN 10-11
2)	1,758,764	WEAU-TV
3)	1,761,718	HELLO WISCONSIN
4)	1,780,594	HELLO NEBRASKA
5)	1,763,318	HELLO WEST MICHIGAN

1735305 07/15/98

100.00 CK

44\34916\_1 11/16/98 10:09am

**PLEDGE AND SECURITY AGREEMENT**

**PLEDGE AND SECURITY AGREEMENT** dated as of October 26, 1995, made by Busse Broadcasting Corporation, a corporation duly organized and validly existing under the laws of the State of Delaware (the "**Company**"), and each of the Subsidiaries of the Company identified under the caption "**GUARANTORS**" on the signature pages hereof (individually, a "**Guarantor**" and, collectively, together with any entity that may become an "**Obligor**" hereunder pursuant to the provisions of Section 6.14 hereof, the "**Guarantors**" and, together with the Company, the "**Obligors**") in favor of Shawmut Bank Connecticut, National Association, as collateral agent (the "**Collateral Agent**") under the Indenture dated as of October 26, 1995 (as amended, supplemented or otherwise modified from time to time, the "**Indenture**") among the Company, the Guarantors and Shawmut Bank Connecticut, National Association, as trustee, for the benefit of the Holders of the 11 5/8% Senior Secured Notes due 2000 (the "**Securities**") issued by the Company and guaranteed (the "**Guarantees**") on a senior secured basis by each Guarantor.

**WHEREAS**, the Obligors are the owners of the Pledged Collateral (as defined herein); and

**WHEREAS**, it is a condition precedent to the purchase of the Securities by Lazard Frères & Co. LLC (the "**Initial Purchaser**") from the Company that the Obligors shall have executed and delivered this Agreement to the Collateral Agent for the ratable benefit of the Holders.

**NOW, THEREFORE**, in consideration of the premises and to induce the Initial Purchaser to purchase the Securities, the Obligors hereby agree with the Collateral Agent, for the ratable benefit of the Holders, as follows:

**Section 1. Definitions.** Terms defined in the Indenture are used herein as defined therein. In addition, as used herein:

"**Agreement**" shall mean this Pledge and Security Agreement, as the same may be amended, modified or otherwise supplemented from time to time.

"**Collateral Account**" shall have the meaning ascribed thereto in Section 4.01 hereof.

"**Documents**" shall have the meaning ascribed thereto in Section 3(i) hereof.

shall be paid directly to the Collateral Agent and retained by it in the Collateral Account as part of the Stock Collateral, subject to the terms of this Agreement, and, if the Collateral Agent shall so request in writing, the Obligors jointly and severally agree to execute and deliver to the Collateral Agent appropriate additional dividend, distribution and other orders and documents to that end, provided that if such Event of Default is cured, any such dividend or distribution theretofore paid to the Collateral Agent shall, upon request of the Obligors (except to the extent theretofore applied to the Secured Obligations), be returned by the Collateral Agent to the Obligors.

(b) Intellectual Property

(1) For the purpose of enabling the Agent to exercise rights and remedies under Section 5.05 hereof at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Obligor hereby grants to the Collateral Agent, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Obligor) to use, assign, license or sublicense (in each case, subject to the provisions of Section 6.09 hereof) any of the Intellectual Property now owned or hereafter acquired by such Obligor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof;

(2) Notwithstanding anything contained herein to the contrary, but subject to the provisions of the Indenture which limit the right of the Obligors to dispose of their property, so long as no Event of Default shall have occurred and be continuing, the Obligors will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the business of the Obligors. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing the Collateral Agent shall from time to time, upon the request of the Obligors through the Company, execute and deliver any instruments, certificates or other documents, in the form so requested, which the Obligors through the Company shall have certified are appropriate (in their judgment) to allow them to take any action permitted above (including relinquishment of the license provided pursuant to clause (1) immediately above as to any specific Intellectual Property). Further, upon the payment in full of all of the Secured Obligations or earlier expiration of this Agreement or release of the Pledged Collateral, the Collateral Agent shall grant back to the Obligors the license granted pursuant to clause (1) immediately above. The exercise of rights and remedies

under Section 5.05 hereof by the Collateral Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Obligors in accordance with the first sentence of clause (2).

**5.05 Events of Default, Etc.** Subject to the provisions of the Indenture and in addition to all other rights and remedies granted to the Collateral Agent in this Agreement and all other Collateral Agreements, during the period during which an Event of Default shall have occurred and be continuing:

(a) each Obligor shall, at the request of the Collateral Agent, assemble the Pledged Collateral owned by it at such place or places, reasonably convenient to both the Collateral Agent and such Obligor, designated in its request;

(b) the Collateral Agent may make any reasonable compromise or settlement deemed desirable with respect to any of the Pledged Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Pledged Collateral;

(c) subject to Section 6.09 hereof, the Collateral Agent shall have all of the rights and remedies with respect to the Pledged Collateral of a secured party under the Uniform Commercial Code (whether or not said Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Pledged Collateral as if the Collateral Agent were the sole and absolute owner thereof (and each Obligor agrees to take all such action as may be appropriate to give effect to such right);

(d) the Collateral Agent in its discretion may, in its name or in the name of the Obligors or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Pledged Collateral, but shall be under no obligation to do so; and

(e) the Collateral Agent may, upon ten Business Days' prior written notice to the Obligors of the time and place, with respect to the Pledged Collateral or any part thereof that shall then be or shall thereafter come into the possession, custody or control of the Collateral Agent, or the Holders or any of their respective agents, subject to Section 6.09 hereof, sell, lease, assign or otherwise dispose of all or any part of such Pledged Collateral, at

IN WITNESS WHEREOF, the parties hereto have caused this Pledge and Security Agreement to be duly executed and delivered as of the day and year first above written.

BUSSE BROADCASTING CORPORATION

By [Signature]  
Name: James C. Ryan  
Title: Treasurer

GUARANTORS

KOLN/KGIN, INC.

By [Signature]  
Name: James C. Ryan  
Title: VP CFO

KOLN/KGIN LICENSE, INC.

By [Signature]  
Name: James C. Ryan  
Title: VP CFO

WRAU LICENSE, INC.

By [Signature]  
Name: James C. Ryan  
Title: VP CFO

SHANNON BANK CONNECTICUT, NATIONAL ASSOCIATION as Collateral Agent

By [Signature]  
Name: STEVEN C. MALDAE  
Title: VICE PRESIDENT