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FORM PTO-1534 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Young Broadcasting of Green Bay, Inc.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bankers Trust Company, as Agent
Internal Address:
Street Address: 130 Liberty Street
City: New York State: NY ZIP: 10022
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Company (Bank)
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:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: June 26, 2000

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,395,202
Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kristien Kelly
Internal Address:
Street Address: Davis Polk & Wardwell
450 Lexington Ave.
City: New York State: NY ZIP: 10017

7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

09/15/2000 JJALLAH2 00000136 1395202

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.
Kristien Kelly
Name of Person Signing
Signature
July 6, 2000
Date
Total number of pages including cover sheet, attachments, and document: 7

products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing by the Guarantor under the Guaranty Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor does hereby grant to Collateral Agent a continuing security interest in all of the Guarantor's 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 arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark registration, and/or Trademark application referred to in Schedule 1 annexed hereto;

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

(iii) all products and proceeds of the foregoing, including any claim by the Guarantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, and any Trademark licensed under any Trademark License, or for 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 the Collateral Agent pursuant to the Security Agreement. Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

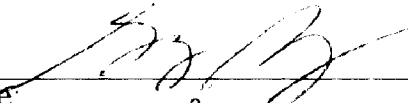
IN WITNESS WHEREOF, the Guarantor has caused this Trademark
Security Agreement to be duly executed by its officer thereunto duly authorized as of the
26 day of June 2000

YOUNG BROADCASTING OF
GREEN BAY, INC.

By: _____
Name:
Title:

Acknowledged:

BANKERS TRUST COMPANY,
as Collateral Agent

By:  _____
Name: Gregory P. Shetrin
Title: Director

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the 26 day of June, 2000 before me personally came James A. Morgan to me personally known and known to me to be the person described in and who executed the foregoing instrument as President and CFO of YOUNG BROADCASTING OF GREEN BAY, INC., who being by me duly sworn, did depose and say that he resides at _____; that [s]he is Executive VP/CFO of YOUNG BROADCASTING OF GREEN BAY, INC., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that [s]he signed her/his name thereto by like order; and that [s]he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

Notary Public, State of New York

[Seal]

My commission expires:

CAROLINE MORTIMER
NOTARY PUBLIC, State of New York
No. 01MO6016244
Qualified in New York County
Commission Expires Oct. 28, 2000

SCHEDULE I
TO TRADEMARK
SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Entity</u>	<u>Mark</u>	<u>Registration Number/Date</u>
YB Green Bay	"WBAY"	U.S. Reg. No. 1,395,202, eff. 5/27/86 (20 yrs.)
	"ACTION 2 NEWS"	none
	"STORM CENTER 2"	none
	"MONDAY NIGHT KICK- OFF"	none
	"ACTION 2 WEATHER HOTLINE"	WI Registration, dated 4/13/88 (20 yrs.) (no longer in use)

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