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U.S. DEPARTMENT OF COMMERCE

T Rev. 6-93) Patent and Trademark Office OMB No. 0651-0011 (exp. 4/94) 101458161 To the Honorable Commissioner of Patents and Tradernarks: Please record the attached original documents or copy thereof. Name of conveying party(ies): 2. Name and address of receiving party(ies) Young Broadcasting of Los Angeles, Inc. Name: Bankers Trust Company, as Agent Internal Address: Association □ Individual(s) Street Address: 130 Liberty Street General Partnership Limited Partnership City: New York State: NY ZIP:1002? Corporation-State Other\_\_ Individual(s) citizenship\_ Additional name(s) of conveying party(ies) attached? 

Yes 

No Association General Partnership\_ Nature of conveyance: Limited Partnership □ Corporation-State\_ Merger Assignment A Other Company (Bank) ☑ Security Agreement ☐ Change of Name If assignee is not domiciled in the United States, a domestic representative designation Other \_\_ Q Yes Q No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Q Yes Q No Application number(s) or patent number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,658,527 75/370,240 1,625,434 37,155 Additional numbers attached? 

Yes 

No 6. Total number of applications and 5. Name and address of party to whom correspondence registrations involved: ..... concerning document should be mailed: Name: Kristien Kelly Internal Address:\_ ▼ Enclosed Authorized to be charged to deposit account Street Address: \_\_Davis Polk & Wardwell 8. Deposit account number: **450 Lexington Ave.** City:\_New York State: NY ZIP: 10017 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 7/:8/2000 JJALLAH2 00000135 75370240

9.48 tatement and signature. 75.00 0P

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

July 6, 2000

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

### TRADEMARK SECURITY AGREEMENT

# (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Young Broadcasting of Los Angeles, Inc., a Delaware corporation (herein referred to as "Guarantor"), owns the Trademarks and Trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, Young Broadcasting Inc. (the "Borrower"), the Lenders named therein, Bankers Trust Company, as Administrative Agent and Issuing Bank, and First Union National Bank and CIBC World Markets Corp., as Syndication Agents, are parties to a Second Amended and Restated Credit Agreement dated as of the date hereof (as the same may be further amended. amended and restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"); and

WHEREAS, the Borrower, the Lenders named therein, Bankers Trust Company, as Administrative Agent, and First Union National Bank and CIBC World Markets Corp., as Syndication Agents, are also parties to a Credit Agreement dated as of the date hereof (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "New Credit Agreement" and together with the Existing Credit Agreement, the "Credit Agreements"); and

WHEREAS, the Borrower may hereafter become obligated to one or more Lenders or Affiliates of Lenders under one or more Interest Rate Protection Agreements (as defined in each of the Credit Agreements); and

WHEREAS, the Guarantor is a direct, wholly-owned subsidiary of the Borrower; and

WHEREAS, as of the date hereof, the Guarantor has become a party to the Second Amended and Restated Guaranty Agreement (the "Guaranty Agreement") to guarantee the Borrower's obligations under each of the Credit Agreements, Interest Rate Protection Agreements (as defined in each of the Credit Agreements) and certain related agreements; and

WHEREAS, pursuant to the terms of the Amended and Restated Guarantor Security Agreement dated as of June 26, 2000 (as said Agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Guarantor and Bankers Trust Company, as Collateral Agent, the Guarantor has granted to the Collateral Agent for the ratable benefit of the Secured Parties defined therein, a security interest in substantially all the assets of the Guarantor including all right, title and interest of Guarantor in, to and under all of the Guarantor's Trademarks (as defined in the Security Agreement), Trademark registrations, together with any reissues, extensions or renewals thereof, Trademark applications and Trademark Licenses (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all

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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.

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IN WITNESS WHEREOF, the Guarantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day of <u>Tune 2000</u>

		NG BROAL S ANGELE	OCASTING OF S, INC	
	By:	Name: Title:	Jaines A. Morgan	
Acknowledged:			Exec. V.P./ CFO	
BANKERS TRUST COMPANY, as Collateral Agent				
By: Name: Title:				

(NY) 2 OC # 1270 OLLATERAL-DECUMENTS discribitioned

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 <u>June</u>, <u>2000</u>

## YOUNG BROADCASTING OF LOS ANGELES, INC.

By:	
,	Name: Title:

Acknowledged:

BANKERS TRUST COMPANY, as Collateral Agent

By:

Name: Title:

Gregory P. Shefrin Director STATE OF NEW YORK )
COUNTY OF NEW YORK )

On the day of JUNE, 2000 before me personally came which to me personally known and known to me to be the person described in and who executed the foregoing instrument as Ecculiar VP1CFO of YOUNG BROADCASTING OF LOS ANGELES, INC., who being by me duly sworn, did depose and say that he resides at that [s]he is Executive VP + CFT YOUNG the corporation described in and which

BROADCASTING OF LOS ANGELES, 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 Joseph

[Seal]

My commission expires:

CAROLINE MORTIMER
NOTARY PUBLIC, State of New York
No. 01MO6015244
Qualified in New York County
Commission Expires Oct. 26.

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### SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

### TRADEMARK REGISTRATIONS

Entity
YB Los
CALIFORNIA 9"

Califor

"KCAL" U.S. Reg. No. 1,625,434,

dated 11/27/90

"CAL 9 KIDS CREW" U.S. Reg. No. 37.155, dated

7/18/90

"Halloween Scream" U.S. Service Mark App. No.

75/370,240, filed 10/8/97, as

amended

\* All registrations 10 yrs.

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**RECORDED: 08/31/2000** 

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