

8-31-00

09-18-2000

FORM PTO-1594 (Rev. 8-93) OMB No. 0651-0011 (exp. 4/94)

RECC



IEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

101460237

To the Honorable Commissioner of Patents and Trademarks, send original documents or copy thereof.

1. Name of conveying party(ies):
Young Broadcasting of Sioux Falls, 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)

1,716,556	2,295,691
1,718,810	1,479,038
1,485,539	

Additional numbers attached? Yes No

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**

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 3.41).....\$ **140.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

09/18/2000 IJALLAH2 00000144 1716556
 01 EC:481 40.00 DP
 02 EC:482 100.00 DP

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

Kristien Kelly
 Signature

July 6, 2000
 Date

Total number of pages including cover sheet, attachments, and document: **7**

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Young Broadcasting of Sioux Falls, 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

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 I 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
SIOUX FALLS, INC.

By:

Name:
Title:



James A. Morgan
Exec. VP. CEO

Acknowledged:

BANKERS TRUST COMPANY,
as Collateral Agent

By:

Name:
Title:

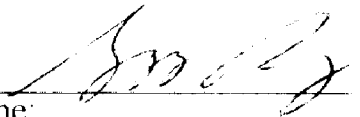
IN WITNESS WHEREOF, the Guarantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 26 day of June, 2000.

YOUNG BROADCASTING OF
SIOUX FALLS, INC.

By: _____
Name:
Title:

Acknowledged:

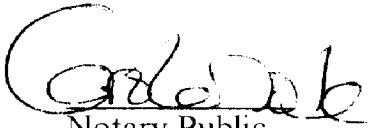
BANKERS TRUST COMPANY,
as Collateral Agent

By:  _____
Name:
Title:

Gregory P. Shefrin
Director

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the 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 Executive VP & CFO of YOUNG BROADCASTING OF SIOUX FALLS, 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 SIOUX FALLS, 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. 01MO6015244
Qualified in New York County
Commission Expires Oct. 28, 2002

SCHEDULE I
TO TRADEMARK
SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Entity</u>	<u>Mark</u>	<u>Registration Number/Date</u>
YB Sioux Falls	"KELO-LAND"	U.S. Reg. No. 1,716,556, dated 9/15/92 (10 yrs.)
	"KELO"*	U.S. Reg. No. 1,718,810, dated 9/22/92 (10 yrs.)
	"KPLO"	U.S. Reg. No. 1,485,539, dated 4/19/88 (20 yrs.)
	"KDLO"	U.S. Reg. No. 1,479,038, dated 3/1/88 (4 yrs.)
	"LIVE DOPPLER 2000"**	SD Registration, dated 3/12/99 (4 yrs.) U.S. Reg. No. 2,295,691, dated 11/30/99 (10 yrs.)

* 3rd party license granted to Midco Broadcasting to use with radio stations (continues until terminating event)

** 3rd party licenses to use granted to WAFF-TV (exp. 8/31/03) and KMEG-TV (expires 12/31/02)