

RECOF

01-08-2001

ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



To the Honorable Commissioner of Patents

101574257

1 original documents or copy thereof.

1. Name of conveying party(ies):

LIN Television Corporation  
Four Richmond Square  
Suite 200  
Providence, RI 02906

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

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

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as  
Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State NY
- 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:

- Assignment
- Security Agreement
- Other Guarantee and Collateral Agreement Supplement
- Merger
- Change of Name

Execution Date: Nov. 10, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached?  Yes  No

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

Name: Anne H. Lewallen

Internal Address: Cravath, Swaine & Moore

Worldwide Plaza

825 Eight Ave.

Street Address: \_\_\_\_\_

City: NY State: NY ZIP: 10019

6. Total number of applications and registrations involved: \_\_\_\_\_

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

01/04/2001 GTQM11 00000155 1153475

DO NOT USE THIS SPACE

01-01-01 40.00 DP

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.

TRACEY NAVIN EWING  
Vice President

Name of Person Signing

Signature

11/10/00

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002207 FRAME: 0181

GUARANTEE AND COLLATERAL AGREEMENT SUPPLEMENT, dated as of November 10, 2000 (this "Supplement"), made by LIN Television Corporation, a Delaware corporation (the "Borrower") and WWLP Broadcasting, LLC, a Delaware limited liability company ("WWLP"), in favor of The Chase Manhattan Bank, as administrative agent for the Lenders referred to below (in such capacity, the "Agent"), for the Borrower Secured Parties (as defined below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement referred to below.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement dated as of March 3, 1998 (as amended, modified, supplemented, restated and in effect from time to time, the "Credit Agreement"), among LIN Holdings Corp. ("Holdings"), the Borrower, the several banks and other financial institutions from time to time parties thereto (the "Lenders"), the Agent and the other agents party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and certain of their Subsidiaries have entered into the Amended and Restated Guarantee and Collateral Agreement, dated as of March 31, 2000 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Agent for the benefit of the Borrower Secured Parties (as defined in the Guarantee and Collateral Agreement);

WHEREAS, the Borrower has acquired additional assets since March 31, 2000 which are required to be pledged to the Agent under the terms of the Credit Agreement and the Guarantee and Collateral Agreement;

WHEREAS, the Borrower has created WWLP, which is required by the terms of the Credit Agreement to become a "Guarantor" and a "Grantor" under the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Supplement, (a) the Borrower hereby assigns and transfers to the Agent and hereby grants to the Agent, its successors and assigns, for the ratable benefit of the Borrower Secured Parties a security interest in the Collateral of the Borrower on the terms and conditions of the Guarantee and Collateral Agreement as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) for the Obligations and (b) WWLP, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby (i) guarantees the Obligations as set forth in Section 2 of the

Guarantee and Collateral Agreement, (ii) assigns and transfers to the Agent and hereby grants to the Agent, its successors and assigns, for the ratable benefit of the Borrower Secured Parties a security interest in the Collateral of WWLP on the terms and conditions of the Guarantee and Collateral Agreement as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) for the Obligations, (c) expressly assumes all obligations and liabilities of a Grantor thereunder, and (d) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Grantor and a Guarantor thereunder.

2. Updates to Schedules. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the corresponding Schedules to the Guarantee and Collateral Agreement.

3. Representations and Warranties. Each of the Borrower and WWLP hereby represents and warrants that each of the representations and warranties made by it in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Supplement) as if made on and as of such date.

4. Authorization, etc. Each of the Borrower and WWLP represents and warrants to the Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

5. Counterparts. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each of the Borrower and WWLP and the Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

6. Continuing Effect. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

7. Severability. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

8. Payment of Expenses. Each of the Borrower and WWLP agrees to reimburse the Agent for its reasonable, out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Agent.

9. Governing Law. **THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned has caused this Guarantee and Collateral Agreement Supplement to be duly executed and delivered as of the date first above written.

LIN TELEVISION CORPORATION

By: Deborah R. Jacobson  
Name: \_\_\_\_\_ Deborah R. Jacobson  
Title: \_\_\_\_\_ Vice President  
Corporate Development  
& Treasurer

WWLP BROADCASTING, LLC,  
by LIN Television Corporation, its  
managing member

By: Deborah R. Jacobson  
Name: \_\_\_\_\_ Deborah R. Jacobson  
Title: \_\_\_\_\_ Vice President  
Corporate Development  
& Treasurer

THE CHASE MANHATTAN BANK, as  
Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Consented to:

LIN HOLDINGS CORP.

By: Deborah R. Jacobson  
Name: \_\_\_\_\_ Deborah R. Jacobson  
Title: \_\_\_\_\_ Vice President  
Corporate Development  
& Treasurer

EACH OF THE OTHER SIGNATORIES  
LISTED ON SCHEDULE A ATTACHED HERETO

By: Deborah R. Jacobson  
Name: \_\_\_\_\_ Deborah R. Jacobson  
Title: \_\_\_\_\_ Vice President  
Corporate Development  
& Treasurer

IN WITNESS WHEREOF, the undersigned has caused this Guarantee and Collateral Agreement Supplement to be duly executed and delivered as of the date first above written.


LIN TELEVISION CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WWLP BROADCASTING, LLC,  
by LIN Television Corporation, its  
managing member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE CHASE MANHATTAN BANK, as  
Agent

By:  \_\_\_\_\_  
Name: TRACEY NAVIN EWING  
Title: Vice President

Acknowledged and Consented to:

LIN HOLDINGS CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EACH OF THE OTHER SIGNATORIES  
LISTED ON SCHEDULE A ATTACHED HERETO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE A  
TO GUARANTEE AND COLLATERAL  
AGREEMENT SUPPLEMENT

Additional Signatories

Airwaves, Inc.  
KXAN, Inc.  
KXTX Holdings, Inc.  
Linbenco, Inc.  
LIN Sports, Inc.  
LIN Television of San Juan, Inc.  
LIN Television of Texas, Inc., on its own behalf and as the general partner of LIN Television of Texas, L.P.  
North Texas Broadcasting Corporation  
WAND Television, Inc.  
WOOD Television, Inc.  
WTNH Broadcasting, Inc.

LIN Television Corporation, in its capacity as managing member for:

WAVY Broadcasting, LLC  
WIVB Broadcasting, LLC  
WOOD License Co., LLC  
Indiana Broadcasting, LLC  
Telecentro of Puerto Rico, LLC

ANNEX 1-A TO GUARANTEE AND COLLATERAL  
AGREEMENT SUPPLEMENT

See attached.



Schedule 1  
to Amended and Restated  
Guarantee and Collateral Agreement

NOTICE ADDRESS OF EACH GRANTOR

WWLP Broadcasting, LLC

c/o LIN Television Corporation  
Four Richmond Square  
Suite 200  
Providence, Rhode Island 02906

Schedule 2  
to Amended and Restated  
Guarantee and Collateral Agreement

DESCRIPTION OF CAPITAL STRUCTURE

<b>COMPANY</b>	<b>INTEREST HOLDER</b>	<b>TYPE OF INTEREST</b>	<b>NUMBER OF SHARES, MEMBERSHIP INTERESTS, OR PARTNERSHIP INTERESTS</b>
WWLP Broadcasting, LLC	LIN Television Corporation	Membership	1,000

DESCRIPTION OF PLEDGED DEBT SECURITIES

NONE

FILINGS AND OTHER ACTIONS  
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

1. LIN Television Corporation  
Massachusetts Secretary of State  
Hampden County, Massachusetts
2. WWLP Broadcasting, LLC  
Delaware Secretary of State  
Rhode Island Secretary of State

Copyright: Patent and Trademark Filings

United States Patent and Trademark Office

Actions with Respect to Pledged Stock and Pledged Debt Securities

Filing of the UCC-1 Financing Statements referred to above

JURISDICTION OF ORGANIZATION  
AND LOCATION OF CHIEF EXECUTIVE OFFICE

Grantor

Jurisdiction

WWLP Broadcasting, LLC

Delaware

Location for WWLP Broadcasting, LLC:

Four Richmond Square  
Suite 200  
Providence, Rhode Island 02906

LOCATION OF INVENTORY AND EQUIPMENT

Grantor

Locations

LIN Television Corporation

Springfield, Massachusetts

COPYRIGHTS AND COPYRIGHT LICENSES

NONE

PATENTS AND PATENT LICENSES

NONE

TRADEMARKS AND TRADEMARK LICENSES

<u>Owner</u>	<u>Service Mark</u>	<u>Application No.</u>	<u>Registration Date</u>
LIN Television Corporation	As Schools Match Wits	1,153,435	5/5/81

Schedule 7  
to Amended and Restated  
Guarantee and Collateral Agreement

SIGNATORIES

LIN Television Corporation, in its capacity as managing member for WWLP  
Broadcasting, LLC