

04-02-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101654911

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID #

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ License

☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year

☐ Merger

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

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

Domestic Representative Name and Address

Enter for the first Receiving Party Only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

212-310-8831

Name Allison R. Liff, Esq.

Address (line 1) WEIL, GOTSHAL & MANGES LLP

Address (line 2) 767 Fifth Avenue

Address (line 3) New York, New York 10153

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

76/056069

75/932595

75/933118

1637137

2096498

2064864

75/933117

75/933116

1915513

1866014

1351023

1355823

Number of Properties

Enter the total number of properties involved

#

12

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

315.00

Method of Payment

Enclosed

Deposit Account

X

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number

#

23-0800

Authorization to charge additional fees:

Yes

X


No

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. Charges to deposit account are authorized, as indicated herein.

Dawn Harrington

Name of Person Signing



Signature

March 9, 2001

Dated Signed

TRADEMARK SECURITY AGREEMENT, dated as of March 6, 2001, by Granite Broadcasting Corporation (the "*Borrower*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "*Subsidiary Grantor*" and together with the Borrower, each a "*Grantor*" and collectively, the "*Grantors*"), in favor of Foothill Capital Corporation, as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 6, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Borrower, the Lenders party thereto (the "*Lenders*"), Goldman Sachs Credit Partners L.P. ("*GSCP*"), as Administrative Agent, as Tranche B Collateral Agent, and as Arranger (each as defined therein), and Foothill Capital Corporation as Tranche A Collateral Agent (as defined therein), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Subsidiary Grantors are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Tranche A Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;

all reissues, continuations or extensions of the foregoing;

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

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Granite Broadcasting Corporation

By: Lawrence I. Wills
Name: Lawrence I. Wills
Title: Senior Vice President

Granite Response Television, Inc.

RJR Communications, Inc.

KBJR License, Inc.

San Joaquin Communications Corporation

KSEE License, Inc.

WPTA-TV, Inc.

WPTA-TV License, Inc.

WTVH License, Inc.

Queen City Broadcasting Corporation of New York, Inc.

WKBW-TV License, Inc.

WEEK-TV License, Inc.

WXON, Inc.

WXON License, Inc.

Channel 11 License, Inc.

WLAJ, Inc.

By: Lawrence I. Wills
Name: Lawrence I. Wills
Title: Vice President


WTVH, LLC

By: Granite Broadcasting Corporation, the Sole
Member of WTVH, LLC

By: Lawrence I. Wills
Name: Lawrence I. Wills
Title: Senior Vice President

Accepted and Agreed:

FOOTHILL CAPITAL CORPORATION
as Collateral Agent

By: 
Name:
Title:

ACKNOWLEDGEMENT OF GRANTORS

STATE OF New York)
COUNTY OF Kings) ss.

On this 6th day of March, 2001 before me personally appeared Lawrence I. Wills, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Granite Broadcasting Corporation, Granite Response Television, Inc., RJR Communications, Inc., KBJR License, Inc., San Joaquin Communications Corporation, KSEE License, Inc., WPTA-TV, Inc., WPTA-TV License, Inc., WTVH License, Inc., Queen City Broadcasting of New York, Inc., WKBW-TV License, Inc., WXON, Inc., WXON License, Inc. WLAJ, Inc., WEEK-TV License, Inc., Channel 11 License, Inc. and WTVH, LLC, who being by me duly sworn did depose and say that he is an authorized officer of, or an authorized officer of the managing member of, as applicable, each said company, that the said instrument was signed on behalf of each said company as authorized by its, or its managing member's, as applicable, board of directors and that he acknowledged said instrument to be the free act and deed of each said company.

Jennifer R Brunner
Notary Public

JENNIFER R. BRUNNER
Notary Public, State of New York
No. 01BR6047264
Qualified in Kings County
Commission Expires Aug. 28, 2002

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS.

Registered Owner	Registered Trademark	Jurisdiction of Registration	Registration Number	Date of Registration
Granite Broadcasting Corporation	GRANITE BROADCASTING	United States	Reg. No. 1,637,137	03/05/1991
Granite Broadcasting Corporation	HOMEWORK HOME PAGE	United States	Reg. No. 2,096,498	09/16/1997
RJR Communications, Inc.	CHRISTMAS CITY OF THE NORTH	United States	Reg. No. 2,064,864	05/27/1997
WTVH, Inc.	EYEWITNESS NEWS 5 (and Design)	New York	New York State Reg. No. S16,374	11/11/1995
Queen City Broadcasting of New York, Inc.	11 AT ELEVEN (and Design)	United States	Reg. No. 1,915,513	08/29/1995
Queen City Broadcasting of New York, Inc.	11 AT ELEVEN (Stylized Letters)	United States	Reg. No. 1,866,014	12/06/1994
San Joaquin Communications Corporation	KSEE	United States	Reg. No. 1,351,023	07/23/1985
WTVH, Inc.	WTVH	United States	Reg. No. 1,355,823	08/20/1985

B. TRADEMARK APPLICATIONS.

Registered Owner	Trademark	Jurisdiction of Application	Application Number	Date of Application
Granite Broadcasting Corporation	TECH NEWS TODAY	United States	App. No. 76-056,069	05/24/2000
Granite Broadcasting Corporation	ABOUT THE BAY	United States	App. No. 75-932,595	03/01/2000
WTVH, LLC	CENTRAL NEW YORK FORECAST CENTER 5	United States	App. No. 75-933,118	03/01/2000
WTVH, LLC	WEATHER TEAM	United States	App. No. 75-933,117	03/01/2000
WTVH, LLC	CENTRAL NEW YORK FORECAST CENTER	United States	App. No. 75-933,116	03/01/2000

C. TRADEMARK LICENSES.