



7-1701

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
See Schedule A

Execution Date
Month Day Year

Name

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)

State/Country

Zip Code

07/31/2001 6TON11 00000023 230800 City 245421

01 FC: 481 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.)

02 FC: 482 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:

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)

Number of Properties Enter the total number of properties involved #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment Enclosed Deposit Account

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

Authorization to charge additional fees: Yes 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.

Phyllis Eremitaggio
Name of Person Signing

Phyllis Eremitaggio
Signature

July 17, 2001
Dated Signed

Schedule A
Additional Conveying Parties

1. Paxson Productions, Inc. – Florida Corporation
2. Paxson Communications Television, Inc. - Florida Corporation

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Mark	Reg. No. or Serial No.	Reg. Date or Filing Date	Patent & Trademark Office Status	Description of Goods/Services	Registered Holder
A FRIEND OF THE FAMILY (IC 38)	2,451,421	05-15-01	Registered. Next action will be filing of the Affidavit of use between May 15, 2006 and May 15, 2007.	television network broadcasting services.	Paxson Communications Corporation
CLUB PAX (IC 35)	2,313,909	02-01-00	Registered. Next action will be filing of the Affidavit of Use between February 1, 2005 and February 1, 2006.	online retail store services in the field of general merchandise.	Paxson Communications Corporation
CLUB PAX and DESIGN (IC 42)	2,313,954	02-01-00	Registered. Next action will be filing of the Affidavit of Use between February 1, 2005 and February 1, 2006.	online retail store services in the field of general merchandise.	Paxson Communications Corporation
FAMILY VIEW (IC 16)	2,370,358	07-25-00	Registered. Next action will be filing of the Affidavit of Use between July 25, 2005 and July 25, 2006.	publication, namely, a television entertainment guide.	Paxson Communications Corporation
PAX MALL (IC 35)	2,328,582	03-14-00	Registered. Next action will be filing of the Affidavit of Use between March 14, 2005 and March 14, 2006.	online retail store services in the field of general merchandise.	Paxson Communications Corporation
PAX MALL and DESIGN (IC 42)	2,365,862	07-11-00	Registered. Next action will be filing of the Affidavit of Use between July 11, 2005 and July 11, 2006.	online retail store services in the field of general merchandise.	Paxson Communications Corporation
PAXTV PAXTV.COM and DESIGN (IC 41)	2,331,654	03-21-00	Registered. Next action will be filing of the Affidavit of Use between July 11, 2005 and July 11, 2006.	providing information in the field of television entertainment.	Paxson Communications Corporation
PAX TV (IC 25)	2,388,419	09-19-00	Registered. Next Action will be filing of Affidavit of Use between September 19, 2005 and September 19, 2006.	clothing, namely, shirts and hats.	Paxson Communications Corporation

Mark	Reg. No. or Serial No.	Reg. Date or Filing Date	Patent & Trademark Office Status	Description of Goods/Services	Registered Holder
SHARE IT WITH SOMEONE YOU LOVE (IC 38)	2,324,990	02-29-00	Registered. Next action will be filing of Affidavit of Use between February 28, 2005 and February 28, 2006.	television broadcasting services.	Paxson Communications Corporation
HOPE ISLAND	2,446,908	4-24-01	Intent to Use application filed 3-1-99; Registered 4-24-01; Certificate of Registration received 5-21-01	Entertainment services in the nature of an ongoing television series.	Paxson Communications Corporation
IT'S A MIRACLE	2,285,386	10-12-99	Registered 10-12-99; (purchased from Questar, Inc.); Assignment filed 2-15-00; Assignment Recorded 2-08-00	Entertainment in the nature of a television program series.	Paxson Communications Corporation
PAX	1,902,624	7-4-95	Registered 7-4-95 by Interpax Mail Order Services BV; Assigned 11-25-98; Assignment recorded 1-12-99; Notice of Recordation received 10-26-99	Non-monetary coins of precious metal and medallions.	Paxson Communications Corporation
PAXWAY	654,390	5-19-01	Registered 5-19-01; Renewal due 10-25-09	Online retail store services.	Paxson Communications Corporation

B. TRADEMARK APPLICATIONS

Mark	Reg. No. or Serial No.	Reg. Date or Filing Date	Patent & Trademark Office Status	Description of Goods/Services	Applicant
PAX (IC 38)	75/541,040	08-21-98	Further action on this application has been suspended as of November 1, 2000.	television broadcasting services.	Paxson Communications Corporation
PAX and DESIGN (w/color) (IC 38)	75/541,041	08-21-98	Further action on this application has been suspended as of November 1, 2000.	television broadcasting services.	Paxson Communications Corporation
PAX and DESIGN (w/o color) (IC 38)	75/541,038	08-21-98	Further action on this application has been suspended as of June 30, 2000.	television broadcasting services.	Paxson Communications Corporation
PAX (Stylized) (IC 38)	75/540,227	08-21-98	Further action on this application has been suspended as of November 1, 2000.	television broadcasting services.	Paxson Communications Corporation
PAX ON EARTH (IC 38)	75/640,690	02-12-99	2nd Extension of time to file Statement of Use was filed March 9, 2001. 3rd Extension is due by September 21, 2001.	television broadcasting services.	Paxson Communications Corporation
PAX TV (Stylized) (IC 38)	75/540,226	08-21-98	Further action on this application has been suspended as of November 1, 2000.	television broadcasting services.	Paxson Communications Corporation

Mark	Reg. No. or Serial No.	Reg. Date or Filing Date	Patent & Trademark Office Status	Description of Goods/Services	Applicant
PAX TV (Stylized) (w/color) (IC 38)	75/541,039	08-21-98	Further action on this application has been suspended as of June 30, 2000.	television broadcasting services.	Paxson Communications Corporation
PAX TV and DESIGN (w/color) (IC 38)	75/549,093	09-04-98	Further action on this application has been suspended as of June 30, 2000.	television broadcasting services.	Paxson Communications Corporation
PAX NET (IC 38)	75/384,430	11-04-97	4th Extension of Time filed March 2 2001. 5th Extension or Statement of Use due by September 2, 2001.	television broadcasting services.	Paxson Communications Corporation
PAX NET and DESIGN (IC 38)	75/384,429	11-04-97	4th Extension of Time filed March 2, 2001. 5th Extension or Statement of Use due by September 2, 2001.	television broadcasting services.	Paxson Communications Corporation
PAX NET and DESIGN (w/color) (IC 38)	75/414,136	01-06-98	Further action on this application has been suspended as of November 1, 2000.	television broadcasting services.	Paxson Communications Corporation
PAX NET and DESIGN (w/color)(w/clouds) (IC 38)	75/423,744	01-28-98	Further action on this application has been suspended as of November 1, 2000.	television broadcasting services.	Paxson Communications Corporation
PAX NET and DESIGN (w/o color, w/clouds) (IC 38)	75/429,778	02-06-98	Further action on this application has been suspended as of June 30, 2000.	television broadcasting services.	Paxson Communications Corporation
PAX PEOPLE TV (41)	75/651,909	03-03-99	1st Extension of Time filed March 22, 2001. 2nd Extension of Time or Statement of Use due by October 10, 2001.	entertainment services, namely, a televised program offering a variety of goods that can be purchased by viewers.	Paxson Communications Corporation
PAX TV (IC 38)	75/536,230	08-13-98	Further action on this application has been suspended as of June 30, 2000.	television broadcasting services.	Paxson Communications Corporation
PAX TV (IC 18)	75/536,228	08-13-98	3rd Extension of Time filed March 14, 2001. 4th Extension of Time or Statement of Use due by September 14, 2001.	all purpose sport bags, tote bags, duffel bags and luggage.	Paxson Communications Corporation
PAX TV (IC 14)	75/536,231	08-13-98	3rd Extension of Time filed by March 14, 2001. 4th Extension of Time or Statement of Use due by September 14, 2001.	watches, watchbands, clocks.	Paxson Communications Corporation

Mark	Reg. No. or Serial No.	Reg. Date or Filing Date	Patent & Trademark Office Status	Description of Goods/Services	Applicant
PX (IC 42)	75/609,532	12-21-98	Abandoned	online retail store services.	Paxson Communications Corporation
AGAINST THE WALL	76/261,869	5-25-01	Filing receipt received 6-6-01	Standard*	Paxson Productions, Inc.
BREAKFAST WITH DICK AND DOROTHY	76/241,871	ITU 4-18-01	Office Action dated 6-28-01; Response due 12-28-01	Standard*	Paxson Productions, Inc.
CALLING ALL ANGELS	76/172,334	ITU 11-28-00	Office Action dated 3-28-01; Response due 9-28-01	Standard*	Paxson Productions, Inc.
DOC	76/049,827	ITU 10-15-99	Office Action dated 12-21-00; Filed amendment 6-20-01	Standard*	Paxson Productions, Inc.
DOC	001916527	Community Trade Mark application (Europe) 10-23-00	Priority date of 6-16-00; Community Trade Mark application (Europe) filing confirmation reported received 11-09-00	Standard*	Paxson Productions, Inc.

Mark	Reg. No. or Serial No.	Reg. Date or Filing Date	Patent & Trademark Office Status	Description of Goods/Services	Applicant
THE DOT FAMILY	76/165,709	ITU 11-15-00	Office Action dated 4-11-01; Response due 10-11-01	Prerecorded audio and videotapes, compact discs and records; publications, merchandise, souvenirs; wearing apparel; retail store services, online retail store services, internet services, filtered internet access services, email service, internet data and voice telephony; telecommunication services.	Paxson Productions, Inc.
THE DOT FAMILY and Design	76/165,715	ITU 11-15-00	Office Action dated 4-11-01; Response due 10-11-01	Prerecorded audio and videotapes, compact discs and records; publications, merchandise, souvenirs; wearing apparel; retail store services, online retail store services, internet services, filtered internet access services, email service, internet data and voice telephony; telecommunication services.	Paxson Productions, Inc.

Mark	Reg. No. or Serial No.	Reg. Date or Filing Date	Patent & Trademark Office Status	Description of Goods/Services	Applicant
ENCOUNTERS WITH THE UNEXPLAINED	76/029,500	ITU 4-19-00	Office Action dated 11-8-00; Response filed 5-08-01	Standard*	Paxson Productions, Inc.
FAMILIES MATTER	76/191,214	ITU 1-08-01	Office Action dated 4-20-01; Response due 10-20-01	Standard*	Paxson Communications Television, Inc.
FORBIDDEN SECRETS	76/255,063	ITU 5-10-01		Standard*	Paxson Productions, Inc.
HAPPY WIFE, HAPPY LIFE	76/270,624	ITU 6-12-01	Filing receipt received 6-25-01	Standard*	Paxson Productions, Inc.
HOPE ISLAND	75/721,787	ITU 6-4-99	Notice of Allowance dated 3-27-01; Statement of Use due 9-27-01	Standard*	Paxson Productions, Inc.
I SURVIVED	76/200,151	ITU 1-26-01	Filing Receipt received 2-14-01; Office Action dated 5-11-01; Response due 11-11-01	Standard*	Paxson Productions, Inc.
ISABELLA ROCKS	76/243,106	ITU 4-19-01	Post card with serial number received 4-30-01	Standard*	Paxson Productions, Inc.
IT'S A MIRACLE	76/151,974	ITU 10-23-00	Office Action dated 4-17-01; Response due 10-17-01	Standard*	Paxson Productions, Inc.
IT'S A MIRACLE	001963883	Community Trade Mark application (Europe) 11-21-00	Office Action response due 6-9-01; Response filed 6-07-01	Standard*	Paxson Productions, Inc.
IT'S A MIRACLE and Design	76/151,973	ITU 10-23-00	Office Action dated 4-17-01; Response due 10-17-01	Standard*	Paxson Productions, Inc.
IT'S A MIRACLE and Design	002177871	Community Trade Mark application (Europe) 4-17-01	Response due 8-11-01; Response reported filed 6-29-01	Standard*	Paxson Productions, Inc.
JUST IN TIME	76/237,257	ITU 4-9-01	Office Action. dated 6-20-01; Response due 12-20-01	Standard*	Paxson Productions, Inc.
MEDICAL MIRACLES	76/103,733	ITU 8-7-00	Office Action dated 2-15-01; Response due 8-15-01.	Standard*	Paxson Productions, Inc.
THE MIRACLE OF THE CARDS	76/215,443	ITU 2-23-01	Filing Receipt received 3-20-01	Standard*	Paxson Productions, Inc.
MIRACLE PETS	76/104,036	ITU 8-7-00	Office Action dated 2-15-01; Filed Amendment 6-19-01.	Standard*	Paxson Productions, Inc.
MURRAY McGUIRE	76/242,739	ITU 4-18-01	Office Action dated 6-25-01; Response due 12-25-01	Standard*	Paxson Productions, Inc.
MYSTERIOUS WAYS	76/002,617	ITU 3-17-00	Filed Amend 11-20-00; Notice of Pub. Dated 4-04-01; To publish 4-17-01	Standard*	Paxson Productions, Inc.
NARROW ESCAPES	76/274,691	ITU 6-21-01	Post card with serial number received 6-28-01	Standard*	Paxson Productions, Inc.
THE NICK OF TIME	76/237,258	ITU 4-9-01	Post card with serial number received 4-13-01	Standard*	Paxson Productions, Inc.

Mark	Reg. No. or Serial No.	Reg. Date or Filing Date	Patent & Trademark Office Status	Description of Goods/Services	Applicant
THE NUMBER ONE FAMILY NETWORK	75/241,058	ITU 4-13-01	Filing Receipt received 4-30-01	Standard*	Paxson Communications Television, Inc.
OH YOU ANIMAL	76/068,208	ITU 6-12-00	Office Action dated 1-11-01; Resp due 7-11-01. No Action per client	Standard*	Paxson Productions, Inc.
OUTRAGEOUS RESCUES	76/103,872	ITU 8-7-00	Office Action dated 2-15-01; Amendment filed 5-2-01	Standard*	Paxson Productions, Inc.
PAX FAMILY HEALTH	75/719,153	ITU 6-1-99	Office Action dated 2-12-01; Filed response 3-27-01	Merchandise, souvenirs, wearing apparel; retail store services; online retail store services via television.	Paxson Productions, Inc.
PAX FAMILY HEALTH	75/716,820	ITU 5-28-99	Office Action dated 3-28-00; Filed Amendment 9-27-00; Office Action dated 11-06-00; Response due 5-06-01; Filed Amendment. 5-07-01 (5-06 fell on Sunday)	Standard*	Paxson Productions, Inc.
PAX SPORTS	75/923,294	ITU 2-18-00	Office Action dated 2-13-01; Response due 8-13-01	Standard*	Paxson Productions, Inc.
PAX SPORTS and Design	75/923,293	ITU 2-18-00	Office Action dated 2-13-01; Response due 8-13-01	Standard*	Paxson Productions, Inc.
PAX TV - THE NUMBER ONE FAMILY NETWORK	76/241,057	ITU 4-13-01	Filing Receipt received 4-30-01	Standard*	Paxson Communications Television, Inc.
PAXWAY	75/678,498	ITU 04-09-99	Statement of Use filed 2-13-01 & Extension of Time to file due 8-22-01	Online retail store services.	Paxson Communications Corporation
PAXWAY	1032034	Canada 10-12-99	Office Action dated 1-3-01 requesting the filing of certified copies of U.S. registrations in support of registration in Canada; Resp due 5-3-01; Filed Req. Extension of Time 3-12-01; Response due by 11-03-01	Online retail store services.	Paxson Communications Corporation

Mark	Reg. No. or Serial No.	Reg. Date or Filing Date	Patent & Trademark Office Status	Description of Goods/Services	Applicant
PAXWAY	76/003,861	ITU 3-20-00	No FF 8-22-00; Office Action dated 10-30-00; Filed amendment 4-30-01.	Filtered internet access services, email services, internet data and voice telephony, telecommunication services.	Paxson Communications Corporation
PAXWAY.COM	75/679,123	ITU 4-09-99	Not of Allow dated 11-14-00; Statement of Use due 5-14-01; Filed Req. Extension of Time 5-14-01; Statement of Use due 11-14-01	Online retail store services.	Paxson Communications Corporation
PAXWAY.COM	1032035	Canada 10-12-99	Office Action dated 1-3-01 requesting the filing of certified copies of U.S. registrations in support of registration in Canada; Resp due 5-3-01; Filed Req. Extension of Time 3-12-01; Resp. due 11-03-01	Online retail store services.	Paxson Communications Corporation
PAXWAY.COM	396407	Mexico 10-25-99	Certified copy of U.S. Application filed 3-17-00; Power of Attorney due 4-14-00; Power of Attorney filed 3-29-00.	Online retail store services.	Paxson Communications Corporation
THE PONDEROSA	76/220,056	ITU 3-6-01	Office Action dated 6-14-01; Response due 12-14-01	Standard*	Paxson Productions, Inc.
THE POWER OF ONE	76/195,315	ITU 1-17-01	Office Action dated 6-18-01; Response due 12-18-01. No Foreign Filing per client.	Entertainment in the nature of television network services.	Paxson Productions, Inc.
RIGHT AT HOME	75/934,088	ITU 3-3-00	Final Office Action dated 5-15-01; Response due 11-15-01	Standard*	Paxson Productions, Inc.
SHARE THE WONDER	76/054,409	ITU 5-22-00	Office Action dated 12-11-00; Filed Amendment 4-25-01	Standard*	LJ Entertainment, Inc. (on behalf of Paxson Productions, Inc.)
TIYH	75/756,450	ITU 7-21-99	Notice of Allowance dated 12-19-00; Statement of Use due 6-19-01; No action per client	Standard*	Paxson Productions, Inc.

Mark	Reg. No. or Serial No.	Reg. Date or Filing Date	Patent & Trademark Office Status	Description of Goods/Services	Applicant
TREASURES IN YOUR HOME: THE WORLD OF COLLECTING	75/731,652	ITU 6-18-99	Filed Statement of Use, Extension of Time to file Statement of Use (until 10-24-01) & Amendment After Allowance 4-24-01	Retail store services; entertainment in the nature of an ongoing television program.	Paxson Productions, Inc.
TREASURES IN YOUR HOME: THE WORLD OF COLLECTING	1040170	ITU 12-17-99	Office Action dated 4-2-01; Response due 8-2-01	Standard*	Paxson Productions, Inc.
TREASURES IN YOUR HOME: THE WORLD OF COLLECTING	404897	ITU 12-17-99	Response due 9-23-00; Response reported filed 9-22-00	Online trading and auction services; televised trading and auction services.	Paxson Productions, Inc.
TREASURES IN YOUR HOME: THE WORLD OF COLLECTING	404896	ITU 12-17-99	Response due 8-22-01	Entertainment in the nature of an ongoing television series; Internet services.	Paxson Productions, Inc.
TREASURES IN YOUR HOME: THE WORLD OF COLLECTING	75/757,545	ITU 7-21-99	Office Action dated 12-15-99; Response due 6-15-00; Resp. filed 2-08-00; Notice of Allowance dated 8-01-00; Filed Statement of Use & Extension of Time 2-01-01; Notice of Allowance of Extension of Time Received 3-16-01	Online trading and auction services; televised trading and auction services.	Paxson Productions, Inc.
TRUST	76/180,033	ITU 12-17-00	Office Action dated 4-17-01; Response due 10-17-01. No Action per client	Standard*	Paxson Productions, Inc.
TWICE IN A LIFETIME	75/666,989	ITU 3-24-99	filing receipt received 5-17-99; Office Action dated 9-07-99; Response due 3-07-00; Filed amendment 2-16-00; Application Suspended 3-29-00; Filed Request for Removal of Suspension 5-24-00; Notice of Publication dated 7-28-00; To publish 8-29-00; Notice of Allowance dated 11-21-00; Statement of Use due 5-21-01; Statement of Use, Request for Extension of Time to File Statement of Use; Amendment Aftr Allowance Filed 5-21-01	Standard*	Paxson Productions, Inc.
YOU GOTTA BE KIDDING	76/244,025	ITU 04-20-01		Standard*	Paxson Productions, Inc.

ITU: Intent to Use application filed

*Standard Paxson Goods/Services: PRERECORDED AUDIO AND VIDEOTAPES, COMPACT DISCS AND RECORDS; ENTERTAINMENT IN THE NATURE OF AN ONGOING TELEVISION AND RADIO SERIES; PRODUCTION AND DISTRIBUTION OF RADIO AND TELEVISION PROGRAMS; PRODUCTION AND DISTRIBUTION OF MOTION PICTURE FILMS AND VIDEO TAPES; TELEVISION AND RADIO PROGRAMMING; TELEVISION AND RADIO BROADCASTING; RETAIL STORE SERVICES; ONLINE RETAIL STORE SERVICES; RETAIL STORE SERVICES VIA TELEVISION; AUCTION SERVICES; ONLINE AND TELEVISED AUCTION SERVICES; INTERNET SERVICES; MERCHANDISE; SOUVENIRS; WEARING APPAREL.

C. TRADEMARK LICENSES

none

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2001, by Paxson Communications 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 "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*CUSA*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 12, 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, CUSA, as administrative agent and collateral agent for the Lenders and the other Secured Parties, Union Bank of California, N.A., as syndication agent for the Lenders and CIBC Inc. and General Electric Capital Corporation, as co-documentation agents for the Lenders, 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 Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative 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 and the Administrative 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 Administrative 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.

SECTION 2. 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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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*"):

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

(b) all reissues, continuations or extensions of the foregoing;

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


(d) 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.

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

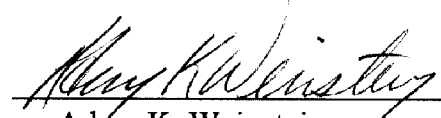
[SIGNATURE PAGE FOLLOWS]

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.

PAXSON COMMUNICATIONS
CORPORATION

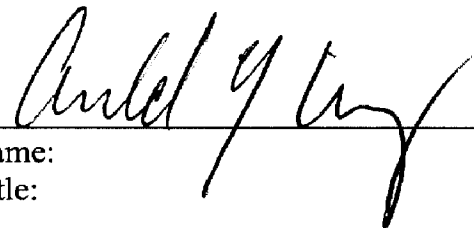
By: 
Name: Adam K. Weinstein
Title: Vice President and Assistant Secretary

PAXSON PRODUCTIONS, INC.
PAXSON COMMUNICATIONS
TELEVISION, INC.

By: 
Name: Adam K. Weinstein
Title: Vice President of each of the
Grantors named above

Accepted and Agreed:

CITICORP USA, INC., as Administrative Agent

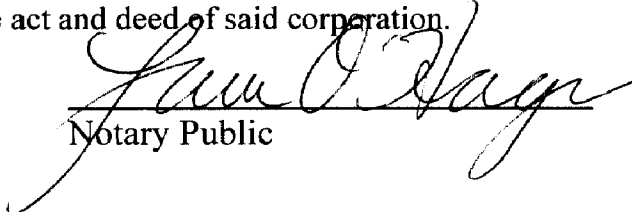
By: 
Name:
Title:

ACKNOWLEDGEMENT OF GRANTOR

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.

On this 12th day of July, 2001 before me personally appeared Adam K. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Paxson Communications Corporation, Paxson Productions, Inc. and Paxson Communications Television, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

TARA O'HAGAN
Notary Public, State of New York
No. 01OH6047263
Qualified in Queens County
Commission Expires Aug 28, 2002