

05-06-2002



Tab settings ⇌ ⇌ ⇌ ▼

102079097

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Localone TV, LP

4.15.02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State **Texas**
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 03/13/02

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: Suite 700

Street Address: 2325 Lakeview Parkway

City: Alpharetta State: GA Zip: 30004

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State North Carolina
☐ 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

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

A. Trademark Application No.(s)

78/100394

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: Robert H. G. Lockwood

Internal Address: Smith, Gambrell & Russell, LLP

Suite 3100, Promenade II

Street Address: 1230 Peachtree St., N.E.

City: Atlanta State: GA Zip: 30309-3592

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robert H. G. Lockwood

Name of Person Signing

Signature

4/11/02
Date

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

8

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

05/03/2002 DBYRNE 00000144 78100394

01 FC:481

40.00 OP

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2002, by **AMIGO BROADCASTING, LP**, a Texas limited partnership, and **LOCALONE TV, LP**, a Texas limited partnership (each, a "Grantor", and collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantors, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Borrowers' Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of each Grantor's Trademarks and Trademark Licenses to which it is a party including those referred to on Schedules I and II hereto;

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

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or 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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of 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.

AMIGO BROADCASTING, LP

By: Rodriguez Operating, Inc., its General Partner

By: AM
Name: Stephen D. King
Title: Vice President

LOCALONE TV, LP

By: Rodriguez Operating, Inc., its General Partner

By: AM
Name: Stephen D. King
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

[ACKNOWLEDGMENTS CONTINUE ON NEXT PAGE]

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.

AMIGO BROADCASTING, LP

By: Rodriguez Operating, Inc., its General Partner

By: _____

Name: _____

Title: _____

LOCALONE TV, LP

By: Rodriguez Operating, Inc., its General Partner

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 

Name: Stephen W. Hipp

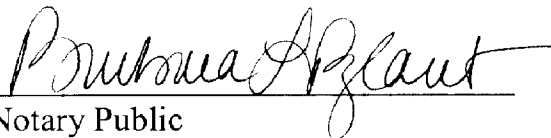
Title: Duly Authorized Signatory

[ACKNOWLEDGMENTS CONTINUE ON NEXT PAGE]

ACKNOWLEDGMENTS OF GRANTORS

STATE OF Georgia)
COUNTY OF Fulton) ss.

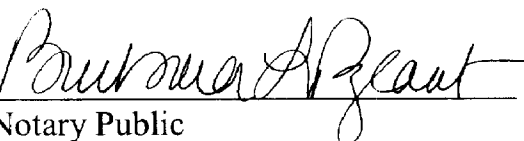
On this 13th day of March, 2002 before me personally appeared Stephen D. King proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Amigo Broadcasting, LP, who being by me duly sworn did depose and say that he is an authorized signatory of said partnership, that the said instrument was signed on behalf of said partnership as authorized by its partners and that he acknowledged said instrument to be the free act and deed of said partnership.


Notary Public

{seal}

STATE OF Georgia)
COUNTY OF Fulton) ss.

On this 13th day of March, 2002 before me personally appeared Stephen D. King proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LocalOne TV, LP, who being by me duly sworn did depose and say that he is an authorized signatory of said partnership, that the said instrument was signed on behalf of said partnership as authorized by its partners and that he acknowledged said instrument to be the free act and deed of said partnership.


Notary Public

{seal}

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS
FOR AMIGO BROADCASTING, LP

None

CORP/859808.2

TRADEMARK
REEL: 2499 FRAME: 0674

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS
FOR LOCALONE TV, LP

TRADEMARK APPLICATION:

Mark: LocalOne TV
Filing Date: December 30, 2001
Serial No.: 78-100394

CORP/859808.2

RECORDED: 04/15/2002

TRADEMARK
REEL: 2499 FRAME: 0675