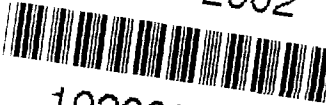


05-17-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Reference No. 317,790-151

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

1. Name of conveying party(ies): Granite Broadcasting Corporation 5.10.02 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation- California [] Other

2. Name and address of receiving party(ies) Name: Goldman Sachs Credit Partners L.P. Internal Address: Street Address: 85 Broad Street City: New York State: NY Zip: 10004 [] Individual(s) citizenship [] Association [] General Partnership [x] Limited Partnership [] Corporation-State [] 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

Additional name(s) of conveying party(ies) attached? [] Yes [x] No 1. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Corporation-State [] Other Execution Date: April 30, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED SCHEDULE 1 B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE 1 Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jonathan D. West, Esq. Internal Address: O'Melveny & Myers LLP Street Address: 1999 Avenue of the Stars City: Los Angeles State: CA Zip: 90067-6035

6. Total number of applications and registrations involved: 15 7. Total fee (37 CFR 3.41) \$ 390.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 500639 (Attach duplicate copy of this page if paying by deposit account)

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. Jonathan D. West Name of Person Signing Signature Date May 9, 2002

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK REEL: 002507 FRAME: 0334

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OFFICE OF PATENT RECORDS FINANCE SECTION MAY 10 PM 1:32

SCHEDULE I

The Loan Parties have the following registered trademarks:

Registered Owner	Registered Trademark	Jurisdiction of Registration	Registration Number	Date of Registration
Granite Broadcasting Corporation	HOMEWORK HOME PAGE	United States	Reg. No. 2,096,498	09/16/1997
RJR Communications, Inc (predecessor in interest to KBJR, Inc.)	CHRISTMAS CITY OF THE NORTH	United States	Reg. No. 2,064,864	05/27/1997
WTVH, Inc. (predecessor in interest to WTVH, LLC)	EYEWITNESS NEWS 5 (and Design)	New York	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 (predecessor in interest to KSEE Television Inc.)	KSEE	United States	Reg. No. 1,351,023	07/23/1985
WTVH, Inc. (predecessor in interest to WTVH, LLC)	WTVH	United States	Reg. No. 1,355,823	08/20/1985
WTVH, Inc. (predecessor in interest to WTVH, LLC)	CENTRAL NEW YORK FORECAST CENTER 5	United States	Reg. No. 2,530,924	01/15/02
WTVH, Inc. (predecessor in interest to WTVH, LLC)	CENTRAL NEW YORK FORECAST CENTER	United States	2,545,371	03/05/02

The Loan Parties have filed the following trademark registration applications::

Applicant	Trademark	Jurisdiction of Registration	Application Number	Date of Filing
Granite Broadcasting Corporation	GRANITE BROADCASTING	United States	76/328,950	01/22/02
Granite Broadcasting Corporation	ABOUT THE BAY	United States	75-932,595	03/01/2000
WTVH, LLC	FREAKY FLIX & FOOD (stylized)	United States	76/280,899	06/25/01
WTVH, LLC	FREAKY FLIX & FOOD	United States	76/280,898	06/25/01
WTVH, LLC	CATCH IT! ULTIMATE FISHING CHALLENGE	United States	76/280,897	06/25/01
WTVH, LLC	CATCH IT! ULTIMATE FISHING CHALLENGE	United States	76/280,896	06/25/01

TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2002, 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 "*Grantor*" and, collectively, the "*Grantors*"), in favor of Goldman Sachs Credit Partners L.P, as collateral 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 Amended and Restated Credit Agreement dated as of April 30, 2002 (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 LP, as Administrative Agent, Collateral Agent, and Arranger (as each term is 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 an Amended and Restated 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.

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 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*"):

- (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 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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,

KBJR, INC., successor in interest to RJR
Communications, Inc.

KSEE TELEVISION, INC., successor in
interest to San Joaquin Communications
Corporation

QUEEN CITY BROADCASTING OF NEW
YORK, INC.

By: 

Name: Ellen McClain
Title: Vice President of each of the
foregoing Grantors

WTVH, LLC, for itself and as successor in
interest to WTVH, Inc.

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

By: 

Name: Ellen McClain
Title: Senior Vice President and
Chief Financial Officer

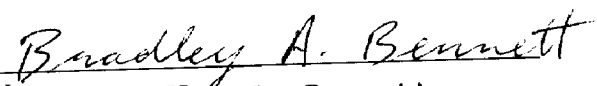
GRANITE BROADCASTING CORPORATION

By: 

Name: Ellen McClain
Title: Senior Vice President and
Chief Financial Officer

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 

Name: Bradley A. Bennett
Title: Authorized Signatory

Acknowledgement of Grantor

STATE OF new York)
) ss.
COUNTY OF new York)

On this 21 day of April, 2002 before me personally appeared Ellen McLain, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Granite Broadcasting Corporation, KBJR, Inc., Queen City Broadcasting of New York, Inc., KSEE Television, Inc. and WTVH, LLC, 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.

Richard Roel
Notary Public RICHARD ROEL
Notary Public, State of New York
No. 01RO5026268
Qualified in ~~Queens~~ Queens County
Commission Expires April 18, 2007
77.2344

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

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WTVH, LLC	CATCH IT! ULTIMATE FISHING CHALLENGE	United States	76/280,896	06/25/01

C. TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement