07-11-2002

OFFICE OF PL Form PTO-1594 RECORDATION FOR T OF COMMERCE (Rev. 03/01) id Trademark Office TRADEMAR OMB No. 0651-0027 (exp. mm 1111 -2 102151026 5/31/2002) To the Hongraph Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Pappas Telecasting Incorporated 7.2,02 **Foothill Capital Corporation** ☐ Individual(s) Association Street Address: One Boston Place, Suite 1800 ☐ General Partnership City: Boston State: MA Zip: 30302 Corporation-State - California ☐ Individual(s) citizenship _ ☐ Other Association Additional name(s) of conveying party(ies) attached?
Yes
No General Partnership 3. Nature of conveyance: Limited Partnership ☐ Assignment ☐ Merger ■ Security Agreement ☐ Change of Name Other 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) Execution Date: June 28, 2002 Additional name(s) & address(es) attached? Yes No 4. Application number(s) or registration number(s): B. Trademark Registration No.(s) 1,640,790 A. Trademark Application No.(s) 5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved:..... Name: Stanley Seuradge Internal Address: Schulte Roth & Zabel 7. Total fee (37 CFR 3.41).....\$ 40.00 Enclosed Authorized to be charged to deposit account Street Address: 919 Third Avenue 8. Deposit account number: 500675 - Schulte Roth & Zabel Zip: 10022 City: New York State: N.Y. (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 July 2, 2002 Stanley Seuradge Name of Person Signing Date Total number of pages including cover sheet, attachments, and document ocuments to be recorded with required cover sheet information to Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 07/10/2002 GTDN11 00000209 500675 1640790 40.00 CH 9257354.1

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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Pappas Telecasting Incorporated, a California corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, the Assignor has entered into a Loan and Security Agreement dated as of June 29, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Assignor, certain Affiliates of the Assignor, the lenders from time to time party to the Security Agreement (collectively, the "Lenders") and Foothill Capital Corporation, a California corporation, as agent for the Lenders (in such capacity, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks, and all proceeds of the foregoing, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment For Security (Trademarks) to be duly executed by its officer thereunto duly authorized as of June 29, 2002.

PAPPAS TELECASTING INCORPORATED

By:

Harry J. Pappas, President and Chief

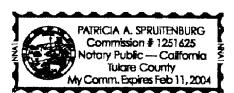
Executive Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF <u>CALIFORNIA</u>

SS.

COUNTY OF TULARE



Vatricia A. Somutenburg [NOTARY SEAL]

PTI Assignment For Security (Trademarks) Signature Page

> TRADEMARK REEL: 002541 FRAME: 0361

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS)

MARK REGISTRATION APPLICATION SERIAL

<u>NUMBER</u> <u>NUMBER</u>

We're Your Station 1,640,790 73 \ 785035

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RECORDED: 07/02/2002 REEL: 002541 FRAME: 0362