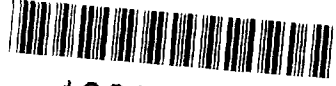


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATIO TRADE

DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
Pappas Telecasting of the Midlands

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

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

2. Name and address of receiving party(ies)
Foothill Capital Corporation

Street Address: **One Boston Place, Suite 1800**
City: **Boston** State: **MA** Zip: **30302**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Execution Date: **June 28, 2002**

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

A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
1,646,295

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

Name: **Stanley Seuradge**
Internal Address: **Schulte Roth & Zabel**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved:..... **1**

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

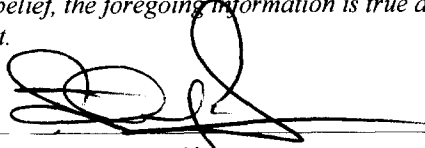
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500675 - Schulte Roth & Zabel

(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.

Stanley Seuradge  **July 2, 2002**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **5**

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

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07/10/2002 6TON11 00000208 500675 1646295
01 FC:481 40.00 CH

TRADEMARK REEL: 002541 FRAME: 0363

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Pappas Telecasting of the Midlands, A California Limited Partnership (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 28, 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);

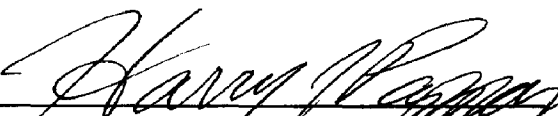
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance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

IN WITNESS WHEREOF, the Assignor has caused this Assignment For Security (Trademarks) to be duly executed by its general partner thereunto duly authorized as of June 28, 2002.

**PAPPAS TELECASTING OF THE
MIDLANDS, A CALIFORNIA LIMITED
PARTNERSHIP**

By: Pappas Telecasting of Nebraska, Inc.,
its General Partner

By: 
Harry J. Pappas, President and Chief
Executive Officer

CERTIFICATE OF ACKNOWLEDGMENT

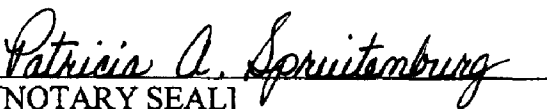
STATE OF CALIFORNIA

ss.:

COUNTY OF TULARE

On this 21st day of June 2002, before me, the undersigned, personally appeared HARRY J. PAPPAS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




[NOTARY SEAL]

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS)

MARK

REGISTRATION
NUMBER

APPLICATION SERIAL
NUMBER

42 KPTM We're Your Station

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RECORDED: 07/02/2002

TRADEMARK
REEL: 002541 FRAME: 0366