

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1 Name of conveying party(ies):

Piedmont Television of Youngstown LLC
7621 Little Avenue Suite 506
Charlotte, NC 28226

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company-Delaware

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

3 Nature of conveyance

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

Execution Date 09/30/2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address:

Street Address: 2325 Lakeview Parkway Ste. 700

City: Alpharetta State: GA Zip: 30004

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

B. Trademark Registration No.(s) 2406482

Additional number(s) attached ☐ Yes ☒ No

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

Name: Elizabeth Ann Morgan

Internal Address:

Hunton & Williams LLP

Street Address: Bank of America Plaza

Suite 4100, 600 Peachtree Street

City: Atlanta State: GA Zip: 30308

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

083436

DO NOT USE THIS SPACE

9 Signature

Elizabeth Ann Morgan

Name of Person Signing


Signature

Oct 23 2003
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

700050061

TRADEMARK
REEL: 002737 FRAME: 0758

CH \$40.00 083436 2406482

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made and entered into as of September 30, 2003, by and between PIEDMONT TELEVISION OF YOUNGSTOWN LLC, a Delaware limited liability company ("Grantor"), 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 Grantor, the Persons signatory thereto from time to time as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (as amended, modified or supplemented from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto; and

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 Grantor 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 hereof (as amended, modified or supplemented from time to time, the "Security Agreement") made by Borrowers in favor of Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor is 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, the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 its Trademarks and Trademark Licenses to which it is a party, including, without limitation, 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 products and proceeds of the foregoing, including, without limitation, any claim by 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. Grantor hereby acknowledges and affirms 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.

[signatures appear on the following page]

IN WITNESS WHEREOF, 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.

“Grantor”:

PIEDMONT TELEVISION OF YOUNGSTOWN
LLC, a Delaware limited liability company

By: William A. Fielder, III
William A. Fielder, III,
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

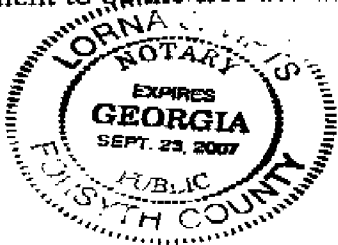
GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: [Signature]
Name: Steven J. Heise
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
COUNTY OF Fulton) ss.

On this 30th day of September 2003 before me personally appeared William A. Fielder, III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PIEDMONT TELEVISION OF YOUNGSTOWN LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.



[Signature]
Notary Public
{seal}

Signature Page to Trademark Security Agreement