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07-22-2003

ER SHEET  
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U.S. DEPARTMENT OF  
Patent and Trademark

7-21-03



102504686

Tab settings DDD

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):  
Jackson Television, LLC

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

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

2. Name and address of receiving party(ies)  
Name: CapitalSource Finance, LLC, as Administrative  
Agent and as Collateral Agent

Internal Address: \_\_\_\_\_  
Street Address : 4445 Willard Avenue, 12<sup>th</sup> Floor  
City: Chevy Chase State: MD Zip: 20815

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State \_\_\_\_\_

Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a  
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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: July 10, 2003

4. Application number(s) or trademark

A. Trademark Application No.(s)  
- NONE -

B. Trademark Registration  
2632614 2713992

Additional numbers attached? NO

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

Name: \_\_\_\_\_  
Internal : \_\_\_\_\_  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ Stat \_\_\_\_\_ ZIP \_\_\_\_\_

6. Total number of applications and  
registrations 2

7. Total fee (37 CFR 3.41)..... \$ 65.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:  
\_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

07/22/2003 UNLABELLED 00000063 2632614

DO NOT USE THIS SPACE

FC:8521 40.00 UP  
FC:8522 25.00 UP

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  
of the original document.

Rebecca L. Foley  
Name of Person

Rebecca L. Foley  
Signature

07/15/03  
Date

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

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

**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of July 10, 2003, by each of JACKSON TELEVISION, LLC, a Delaware limited liability company ("**Grantor**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "**Secured Party**").

**WITNESSETH:**

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof among Grantor, certain other Credit Parties, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed to provide Loans to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure the Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor is required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** 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 Obligations, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, subject to Priority Permitted Liens, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto; all renewals, reissues, continuations or extensions of the foregoing; all goodwill of the Business connected with the use of, and symbolized by, each Trademark and each Trademark License; and 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;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto; all renewals, reissues, continuations or extensions of the foregoing; and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and


(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto; all renewals, reissues, continuations or extensions of the foregoing; and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**JACKSON TELEVISION, LLC**

By:   
Name: Dwayne Elmore  
Title: President

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

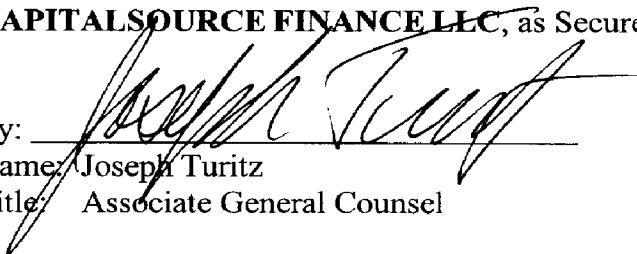
IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**JACKSON TELEVISION, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:

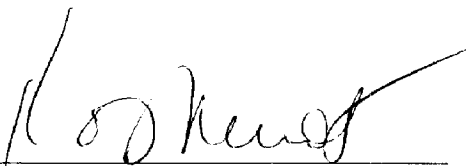
**CAPITALSOURCE FINANCE LLC, as Secured Party**

By:  \_\_\_\_\_  
Name: Joseph Turitz  
Title: Associate General Counsel

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Louisiana )  
COUNTY OF Lafayette ) ss.

On this 15th day of July, 2003 before me personally appeared D. Wayne Kincaid proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of Jackson Television, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its respective Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

  
\_\_\_\_\_  
Notary Public

SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Trademarks	Registration Number	Registration Date
WDBD	Reg. No. 2632614	October 8, 2002
WXMS	Reg. No. 2713992	May 6, 2003

B. TRADEMARK APPLICATIONS - None.

C. TRADEMARK LICENSES - None.

SCHEDULE II  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
COPYRIGHT REGISTRATIONS

- A. REGISTERED COPYRIGHTS - None.
- B. COPYRIGHT APPLICATIONS - None.
- C. COPYRIGHT LICENSES - None.



SCHEDULE III  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
PATENT REGISTRATIONS

- A. REGISTERED PATENT - None.
- B. PATENT APPLICATIONS - None.
- C. PATENT LICENSES - None.