

12/30/03

01-14-2004

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

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):  
GOLDMAN SACHS CREDIT PARTNERS L.P.

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)  
Name: WTVH, LLC, successor in  
Internal  
Address: interest to WTVH, Inc.

Street Address: 980 James Street  
City: Syracuse State: NY Zip: 13203

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

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  
 Other Termination (re Tranche A Pledge)

Execution Date: 12/22/2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 See attached Exhibit A

B. Trademark Registration No.(s) \_\_\_\_\_  
 See attached Exhibit A

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Tonya Chapple  
 Internal Address: CLO CSC  
 Street Address: 80 State St.  
 City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) ..... \$ 15,0890.00

Enclosed  
 Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

9. Signature.  
 Maureen P. Murphy      *Maureen P. Murphy*      12/24/2003  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 8

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



12-30-2003

U.S. Patent & TMOfo/TM Mail Rcpt Dt. #66

TRADEMARK  
REEL: 002896 FRAME: 0006

0-000014 135923  
01/13/2004 DBYRNE  
01 FC/6521  
02 FC/6522

**Exhibit A to Trademarks Cover Sheet**

**LIST OF TRADEMARKS OWNED BY WTVH, INC.**

OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
WTVH, Inc.	WTVH	1,355,823	08/20/1985	USA
WTVH, Inc.	CENTRAL NEW YORK FORECAST CENTER 5	2,530,924	01/15/2002	USA
WTVH, Inc.	CATCH IT ! ULTIMATE FISHING CHALLENGE	2,651,500	11/19/2002	USA

**TERMINATION AND RELEASE OF  
SECURITY INTERESTS IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS ("Release") dated as of December 22, 2003, by GOLDMAN SACHS CREDIT PARTNERS L.P. ("Grantee"), and GRANITE BROADCASTING CORPORATION and each of the other entities that were parties to the March 6, 2001 Trademark Security Agreement ("Trademark Security Agreement") (collectively, the "Grantors").

**WITNESSETH:**

WHEREAS, in connection with the March 6, 2001 Tranche A Pledge and Security Agreement ("Security Agreement"), the Grantors executed and delivered the Trademark Security Agreement in favor of Foothill Capital Corporation as agent for the Secured parties as defined in the March 6, 2001 Credit Agreement (as amended, supplemented, or otherwise modified from time to time) ("Credit Agreement") (in such capacity, the "Collateral Agent"), by which the Grantors granted the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantors' rights, title and interest in and to the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office ("PTO") as of March 12, 2001, at Reel 2262, Frames 0467-0474;

WHEREAS, the Collateral Agent, through the Assignment of Intellectual Property Security Interest dated as of April 30, 2002 ("Assignment Agreement"), assigned to Grantee, all right, title, and interest of every kind and nature, without limitation, in and to, any and all security interests, liens, charges or other encumbrances granted to the Collateral Agent by the Grantors pursuant to the Trademark Security Agreement;

WHEREAS the Assignment Agreement was recorded in the PTO as of May 10, 2002, at Reel 2507, Frames 0269-0274; and

WHEREAS, the Grantors have satisfied all conditions set forth in the Credit Agreement and the Security Agreement and the parties wish to evidence the satisfaction of the Credit Agreement and the Grantee's release of the security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Grantee, for itself and on behalf of the Secured Parties, does hereby release and terminate all security interests that were granted to the Grantee by the Assignment Agreement, including the following:

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration identified in Schedule 1 attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the United States and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(b) all license agreements with any other person in connection with any of the Trademarks of the Grantors, or such other person's trademarks, whether the Grantor(s) is a licensor or licensee under any such license agreement, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to the grant of a security interest; and

(c) to the extent not otherwise included, all Proceeds (including, to the extent not otherwise included therein, cash) and products of any and all of the foregoing.

2. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.

3. The parties hereto agree that unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein shall have the same meaning given to them in the Credit Agreement or the Security Agreement.

4. This Release shall be governed by and construed in accordance with the laws of the State of New York.

5. This Release shall be binding upon the Grantee and inure to the benefit of the Grantors, and their respective successors and assigns.



**SCHEDULE 1**  
to  
**TERMINATION AND RELEASE OF**  
**SECURITY INTERESTS IN TRADEMARKS**

<b>Registered Owner</b>	<b>Registered Trademark</b>	<b>Jurisdiction of Registration</b>	<b>Registration Number</b>	<b>Date of Registration</b>
Granite Broadcasting Corporation	GRANITE BROADCASTING	United States	2,680,262	1/28/2003
Granite Broadcasting Corporation	HOMEWORK HOME PAGE	United States	2,096,498	09/16/1997
KBJR, Inc. (successor in interest: RJR Communications, Inc.)	CHRISTMAS CITY OF THE NORTH	United States	2,064,864	05/27/1997
WTVH, Inc.	EYEWITNESS NEWS 5 (and Design)	New York	New York State Reg. No. 16,374	11/11/1998
KSEE Television Inc. (successor in interest: San Joaquin Communications Corporation)	KSEE	United States	Reg. No. 1,351,023	07/23/1985
WTVH, LLC	FREAKY FLIX & FOOD (stylized)	United States	2,617,717	9/10/2002
WTVH, LLC	FREAKY FLIX & FOOD	United States	2,614,909	9/3/2002
WTVH, Inc.	WTVH	United States	1,355,823	08/20/1985
WTVH, Inc.	CENTRAL NEW YORK FORECAST CENTER 5	United States	2,530,924	01/15/2002
WTVH, LLC	CENTRAL NEW YORK FORECAST CENTER	United States	2,545,371	03/05/2002
WTVH, Inc.	CATCH IT ! ULTIMATE FISHING CHALLENGE	United States	2,651,500	11/19/2002
WTVH, LLC	CATCH IT ! ULTIMATE FISHING CHALLENGE and Design	United States	2,781,922	11/11/2003

**CERTIFICATE OF MERGER  
OF  
WTVH, INC.  
INTO  
WTVH, LLC**

December 17, 1999

(Under Section 264 of the General Corporation Law of the State of Delaware and Section 18-209 of the Delaware Limited Liability Company Act)

The undersigned limited liability company formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 Del.C. § 18-101, et seq. (the "Act"),

DOES HEREBY CERTIFY:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
WTVH, Inc.	Delaware
WTVH, LLC	Delaware

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Section 264(e) of the General Corporation Law of the State of Delaware, 8 Del.C. §101, et seq. (the "GCL"), Section 18-209 of the Act and, with respect to WTVH, Inc., Section 228 of the GCL.

THIRD: The name of the surviving Delaware limited liability company is WTVH, LLC.

FOURTH: The merger of WTVH, Inc. into WTVH, LLC shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving Delaware limited liability company. The address of such place of business of the surviving Delaware limited liability company is c/o Granite Broadcasting Corporation, 767 Third Avenue, 34<sup>th</sup> Floor, New York, NY 10017.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving Delaware limited liability company, on request and without cost, to any member of WTVH, LLC, and to any stockholder of WTVH, Inc.

[Signature page follows]

WTVH, LLC

Granite Broadcasting Corporation,  
Sole Member

By: /s/ Lawrence I. Wills  
Lawrence I. Wills  
Vice President-Finance and Controller