

12/30/03

01-14-2004



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TRADEMARKS ONLY

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)  
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):

GOLDMAN SACHS CREDIT PARTNERS L.P.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination (re Sec. Agt.)
- Merger
- Change of Name

Execution Date: 12/22/2003

2. Name and address of receiving party(ies)

Name: KSEE Television, Inc., successor in

Internal Address: interest to San Joaquin Comm...

Street Address: 5035 E. McKinley Avenue

City: Fresno State: CA Zip: 93727

- 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) \_\_\_\_\_  
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: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy  
Name of Person Signing

*Maureen P. Murphy*  
Signature

12/24/2003  
Date

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

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 & TMO/TM Mail RcptDt. #66

TRADEMARK  
REEL: 002896 FRAME: 0028

TRADEMARK PROCESS  
 2003 DEC 30 P 1:23  
 01/13/2004 DBYRNE  
 01/FC:85E1

# Exhibit A to Trademarks Cover Sheet

## LIST OF TRADEMARKS OWNED BY KSEE Television Inc.

OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
KSEE Television, Inc. (successor in interest: San Joaquin Communications Corporation)	KSEE	1,351,023	07/23/1985	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., as collateral agent for the Secured Parties (as defined in the April 30, 2002 Credit Agreement ("Credit Agreement")) (in such capacity, the "Collateral Agent") and GRANITE BROADCASTING CORPORATION and each of the other entities that were parties to the April 30, 2002 Security Agreement ("Security Agreement") (collectively, the "Grantors").

**WITNESSETH:**

WHEREAS, in connection with the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement dated as of April 30, 2002 in favor of the Collateral Agent (as amended, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), by which the Grantors granted the Collateral Agent, for the benefit of the Secured Parties, a security interest in all the 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 as of May 10, 2002, at Reel 2507, Frames 334-342; and

WHEREAS, the Grantors have satisfied all conditions set forth in the Credit Agreement and the parties wish to evidence the satisfaction of the Credit Agreement and the Collateral Agent'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 Collateral Agent, for itself and on behalf of the Secured Parties, does hereby release and terminate all security interests which were granted to the Collateral Agent for the benefit of the Secured Parties in the Trademark Collateral, 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 Collateral Agent and inure to the benefit of the Grantors, and their respective successors and assigns.

[The Remainder of this Page Intentionally Left Blank - the Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its authorized officer on the day and year first above written.

COLLATERAL AGENT


GOLDMAN SACHS CREDIT  
PARTNERS L.P.

By: Bradley A. Bennett  
Name: Bradley A. Bennett  
Title: Authorized Signatory

STATE OF New York )  
  )ss  
COUNTY OF New York )

On this 22<sup>nd</sup> day of December 2003, before me personally came Bradley A. Bennett, to me known, who being by me duly sworn, did depose and say that she/he resides at \_\_\_\_\_; that she/he is the \_\_\_\_\_ of GOLDMAN SACHS CREDIT PARTNERS L.P., the Collateral Agent described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said company; and that he signed said instrument on behalf of said company pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Notary Public: 

CATHERINA KIM  
Notary Public, State of New York  
No. 01K16028826  
Qualified in Queens County  
Certified in New York County  
Commission Expires August 2, 2005

Notary Seal:

**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  
SAN JOAQUIN COMMUNICATIONS CORPORATION  
AND  
KSEE TELEVISION, INC.**

It is hereby certified that.

FIRST: The name and jurisdiction of organization of each of the constituent corporations that is to merge are as follows.

<u>Name</u>	<u>Jurisdiction of Organization</u>
San Joaquin Communications Corporation	California
KSEE Television, Inc.	Delaware

SECOND An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware, to wit, by San Joaquin Communication Corporation in accordance with the laws of the State of California and by KSEE Television, Inc. in the same manner as is provided in Section 251 of the General Corporation Law of the State of Delaware

THIRD: The name of the surviving corporation in the merger herein certified is KSEE Television, Inc. (sometimes referred to herein as the "Surviving Corporation"), which will continue its existence as said Surviving Corporation under its present name upon the effective date of said merger pursuant to the provisions of the General Corporation Law of the State of Delaware.

FOURTH: The Certificate of Incorporation of KSEE Television, Inc., as now in force and effect, shall continue to be the Certificate of Incorporation of said Surviving Corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

FIFTH: The executed Agreement and Plan of Merger between the aforesaid constituent corporations is on file at an office of the aforesaid Surviving Corporation, the address of which is c/o Granite Broadcasting Corporation, 767 Third Avenue, 34<sup>th</sup> Floor, New York, New York 10017.

SIXTH: A copy of the aforesaid Agreement and Plan of Merger will be furnished by the aforesaid Surviving Corporation, on request, and without cost, to any stockholder of either of the aforesaid constituent corporations

SEVENTH: The authorized capital stock of San Joaquin Communications Corporation is as follows:

Common Stock	1,500,000 shares	par value \$ 0.25 per share
Series A Preferred Stock	30,000 shares	par value \$100.00 per share
Series B Preferred Stock	15,000 shares	par value \$100.00 per share

EIGHTH: The effective time and date of the merger herein certified in the State of Delaware shall be 5:00 p.m. E.D.T. on the 16<sup>th</sup> day of August, 2001.

[SIGNATURE PAGE FOLLOWS]



Dated: August 16, 2001

KSEE TELEVISION, INC.

By: Lawrence I. Wills

Name: Lawrence I. Wills

Title: Vice President