

12/30/03

01-14-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings $\rightarrow \rightarrow \rightarrow$



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

To the Honorable Commissione.

102645846

Send original documents or copy thereof.

1. Name of conveying party(ies):
Granite Broadcasting Corporation

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: The Bank of New York,
Internal
Address: as Collateral Agent

Street Address: 101 Barclay Street
City: New York State: NY Zip: 10286

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York Banking Corporation
 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
 Other _____

Execution Date: 12/22/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 See attached Schedule I

B. Trademark Registration No.(s) _____
 See attached Schedule I

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 asc

 Street Address: 80 State St.

 City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ ^{290.00} 315.00
 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: 9

01/13/2004 DBYRNE 00000012 2680262
 01 FC:8521 40.00/OP
 02 FC:8522 275.00/OP

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

TRADEMARK
 REEL: 002906 FRAME: 0808

ADDITIONAL NAMES OF CONVEYING PARTIES

for Box 1 of Cover Sheet

KBJR, Inc.

(successor in interest to RJR Communications, Inc.)

KSEE Television, Inc.

(successor in interest to San Joaquin Communications Corporation)

WTVH, Inc.

WTVH, LLC

(successor in interest to WTVH, Inc.)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Owner	Registered Trademark	Jurisdiction of Registration	Registration Number	Date of Registration
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

Trademark Security Agreement

Trademark Security Agreement, dated as of December 22, 2003, by GRANITE BROADCASTING CORPORATION (the "Issuer") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," together with the Issuer, the "Pledgors"), in favor of THE BANK OF NEW YORK, in its capacity as Collateral Agent pursuant to the Security Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Senior Secured Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANITE BROADCASTING CORPORATION,
as Pledgor

By: Lawrence I. Willis
Name: *Lawrence I. Willis*
Title: *Sr. V.P. - Chief Administrative Officer*

CHANNEL 11 LICENSE, INC.
GRANITE RESPONSE TELEVISION, INC.
KBJR LICENSE, INC.
KBJR, INC.
KBWB LICENSE, INC.
KBWB, INC.
KSEE LICENSE, INC.
KSEE TELEVISION, INC.
QUEEN CITY BROADCASTING OF NEW
YORK, INC.
WEEK-TV LICENSE, INC.
WKBW-TV LICENSE, INC.
WPTA-TV LICENSE, INC.
WPTA-TV, INC.
WTVH LICENSE, INC.
WXON LICENSE, INC.
WXON, Inc.,
as Original Guarantors

By: Lawrence I. Willis
Name: *Lawrence I. Willis*
Title: *Sr. V.P. - Chief Administrative Officer*

Trademark Security Agreement

TRADEMARK
REEL: 002906 FRAME: 0813

WTVH, LLC

By: GR ANITE BROADCASTING
CORPORATION,
the Sole Member of WTVH, LLC,
as Original Guarantor

By: Lawrence I. Wills
Name: Lawrence I. Wills
Title: Sr. V.P. - Chief Administrative Officer

Accepted and Agreed:

THE BANK OF NEW YORK, as Collateral Agent

By: _____
Name:
Title:

Trademark Security Agreement

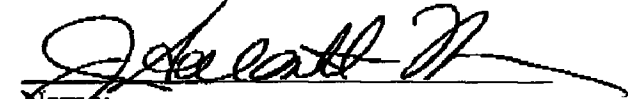
WTVH, LLC

By: GRANITE BROADCASTING
CORPORATION,
the Sole Member of WTVH, LLC,
as Original Guarantor

By: _____
Name:
Title:

Accepted and Agreed:

THE BANK OF NEW YORK, as Collateral Agent

By: 
Name: JULIE SALOVITCH-MILLER
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
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WTVH, LLC	CATCH IT ! ULTIMATE FISHING CHALLENGE and Design	United States	2,781,922	11/11/2003

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT
ORIGINAL GUARANTORS

NAME	ADDRESS
CHANNEL 11 LICENSE, INC.	767 Third Avenue, 34th Floor, New York, New York 10017
GRANITE RESPONSE TELEVISION, INC.	767 Third Avenue, 34th Floor, New York, New York 10017
KBJR LICENSE, INC.	767 Third Avenue, 34th Floor, New York, New York 10017
KBJR, INC.	246 Lake Avenue, South Duluth, Minnesota 55802
KBWB LICENSE, INC.	767 Third Avenue, 34th Floor, New York, New York 10017
KBWB, INC.	2500 Marin Street, San Francisco, California 94124
KSEE LICENSE, INC.	767 Third Avenue, 34th Floor, New York, New York 10017
KSEE TELEVISION, INC.	5035 East McKinley Avenue, Fresno, California 93727
QUEEN CITY BROADCASTING OF NEW YORK, INC.	7 Broadcast Plaza, Buffalo, New York 14202-2699
WEEK-TV LICENSE, INC.	767 Third Avenue, 34th Floor, New York, New York 10017
WKBW-TV LICENSE, INC.	767 Third Avenue, 34th Floor, New York, New York 10017
WPTA-TV LICENSE, INC.	767 Third Avenue, 34th Floor, New York, New York 10017
WPTA-TV, INC.	3401 Butler Road, Fort Wayne, Indiana 46808
WTVH LICENSE, INC.	767 Third Avenue, 34th Floor, New York, New York 10017
WXON LICENSE, INC.	767 Third Avenue, 34th Floor, New York, New York 10017
WXON, INC.	27777 Franklin Road, Suite 1220, Southfield, Michigan 48034
WTVH, LLC	980 James Street, Syracuse, New York 13203