

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gray Television Group, Inc.		12/21/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Graylink, LLC.		
Street Address:	1306 Thomasville Road		
City:	Tallahassee		
State/Country:	FLORIDA		
Postal Code:	32303		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2475359	GRAY LINK	
Registration Number:	1913705	PORTA-PHONE	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 969-3000		
Email:	TRADEMARK@PROSKAUER.COM		
Correspondent Name:	S.V. HEUER		
Address Line 1:	1585 BROADWAY		
Address Line 2:	TRADEMARK DEPARTMENT		
Address Line 4:	NEW YORK, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	33301-001 GRAY TV		
NAME OF SUBMITTER:	S.V. HEUER		
Signature:	/S.V. HEUER/		

CH \$65.00 2475359

Date:

12/21/2005

Total Attachments: 1

source=GRAYLINK Assignment#page1.tif

ASSIGNMENT

This ASSIGNMENT is made as of the 21st day of December, 2005 by and between Gray Television Group, Inc., a Delaware corporation located at 4370 Peachtree Road, NE, Atlanta, GA 30319 ("Assignor") on the one hand, and Graylink, LLC, a Delaware limited liability company located at 1306 Thomasville Road, Tallahassee FL 32303 ("Assignee") on the other hand.

WHEREAS, Assignor owns the following trademarks and corresponding registrations (collectively the "Trademarks"): GRAY LINK, U.S. Reg. No. 2,475,359, and PORTA-PHONE, U.S. Reg. No. 1,913,705;

WHEREAS, Assignee is purchasing the Trademarks from Assignor;

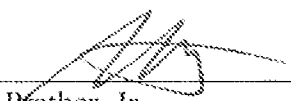
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

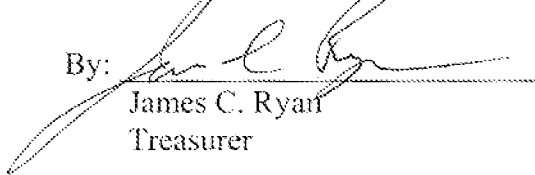
Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

GRAY TELEVISION GROUP, INC.

GRAYLINK, LLC

By: 
Robert S. Drather, Jr.
President

By: 
James C. Ryan
Treasurer

Dated: December 21, 2005

Dated: December 21, 2005