

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Triple Crown Media, LLC		12/30/2005	LIMITED LIABILITY COMPANY: DELAWARE
Triple Crown Media, Inc.		12/30/2005	CORPORATION: DELAWARE
BR Acquisition Corp.		12/30/2005	CORPORATION: GEORGIA
BR Holding, Inc.		12/30/2005	CORPORATION: GEORGIA
Datasouth Computer Corporation		12/30/2005	CORPORATION: DELAWARE
Graylink, LLC		12/30/2005	LIMITED LIABILITY COMPANY: DELAWARE
Gray Publishing, LLC		12/30/2005	LIMITED LIABILITY COMPANY: DELAWARE
Host Communications, Inc.		12/30/2005	CORPORATION: KENTUCKY
Hoop-It-Up International, Inc.		12/30/2005	CORPORATION: DELAWARE
Capital Sports Properties, Inc.		12/30/2005	CORPORATION: DELAWARE
Porta-Phone Paging Licensee Corp.		12/30/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street
Internal Address:	Charlotte Plaza, 8th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	78649932	RED RIVER RIVALRY
Serial Number:	78646422	LONE STAR SHOWDOWN

CH \$640.00 78649932

Serial Number:	78642498	LONE STAR SHOWDOWN
Serial Number:	78304184	GRIDIRON RACING
Registration Number:	1660161	VIDEOSEAT
Registration Number:	1576715	SPORTS
Registration Number:	1946226	THE SPORTS ZONE GOOD STUFF FOR THE SERIOUS SPORTS FAN
Registration Number:	1937512	HBCC
Registration Number:	1947403	HISTORICALLY BLACK COLLEGIATE COALITION
Registration Number:	1949619	HISTORICALLY BLACK COLLEGIATE COALITIONHBCC
Registration Number:	2249983	LONE STAR SHOWDOWN
Registration Number:	2160800	TEXAS BOWL
Registration Number:	2092094	TEXAS BOWL
Registration Number:	2375352	TEXAS FOOTBALL CLASSIC
Registration Number:	2482721	TAKE A KID TO THE GAME
Registration Number:	2732418	TCM TOTAL CAMPUS MARKETING
Registration Number:	2444210	MARCH TO MARCH
Registration Number:	2589663	TAILGATE TALK
Registration Number:	2580079	SOUTHEASTERN FOOTBALL'S TAILGATE TALK
Registration Number:	2662888	HOST COMMUNICATIONS
Registration Number:	2662889	H
Registration Number:	1333237	H HOST
Registration Number:	2475359	GRAY LINK
Registration Number:	2331446	GNET GWINNETT NEWS & ENTERTAINMENT TELEVISION
Registration Number:	1913705	PORTA-PHONE

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Jordan Altman
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP - IP Docketing
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	33444/94
NAME OF SUBMITTER:	Jordan Altman

Signature:	/Jordan Altman/
Date:	01/20/2006
Total Attachments: 9 source=Executed Second Lien IPSA#page1.tif source=Executed Second Lien IPSA#page2.tif source=Executed Second Lien IPSA#page3.tif source=Executed Second Lien IPSA#page4.tif source=Executed Second Lien IPSA#page5.tif source=Executed Second Lien IPSA#page6.tif source=Executed Second Lien IPSA#page7.tif source=Executed Second Lien IPSA#page8.tif source=Executed Second Lien IPSA#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT¹

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated December 30, 2005, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Wachovia Bank, National Association (“*Wachovia*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Triple Crown Media, LLC, a Delaware limited liability company, has entered into a Second Lien Senior Secured Credit Agreement dated as of December 30, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Wachovia Bank, National Association, as Administrative Agent and Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated December 30, 2005 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

¹ Notwithstanding anything herein to the contrary, the liens and security interest granted to the second lien Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the second lien Collateral Agent, for the benefit of the Secured Parties, hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of December 30, 2005 (the “*Intercreditor Agreement*”), among Wachovia Bank, National Association, as First Lien Representative, Wachovia Bank, National Association, as Second Lien Representative, Triple Crown Media, LLC, a Delaware limited liability company, and such other parties as may be added thereto from time to time in accordance with the terms thereof and as the Intercreditor Agreement may be amended or otherwise modified from time to time in accordance with the terms thereof. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all registered copyrights, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

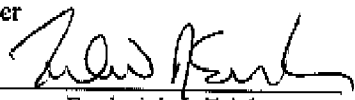
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein and, in the event of any conflict between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

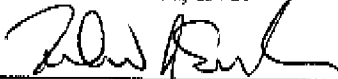
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TRIPLE CROWN MEDIA, LLC


By TRIPLE CROWN MEDIA, INC., its sole member

By 
Name: Frederick J. Erickson
Title: Chief Financial Officer and Secretary


TRIPLE CROWN MEDIA, INC.

By 
Name: Frederick J. Erickson
Title: Chief Financial Officer and Secretary


BR ACQUISITION CORP.

By 
Name: Frederick J. Erickson
Title: Chief Financial Officer


BR HOLDING, INC.

By 
Name: Frederick J. Erickson
Title: Vice President - Finance


DATASOUTH COMPUTER CORPORATION

By 
Name: Frederick J. Erickson
Title: Vice President - Finance and Administration


GRAYLINK, LLC

By 
Name: Frederick J. Erickson
Title: Vice President, Secretary and
Treasurer


GRAY PUBLISHING, LLC

By 
Name: Frederick J. Erickson
Title: Vice President, Secretary and
Treasurer

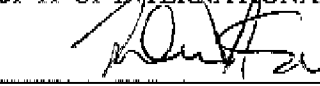
HOST COMMUNICATIONS, INC.

By 
Name: Frederick J. Erickson
Title: Vice President


PORTA-PHONE PAGING LICENSEE CORP.

By 
Name: Frederick J. Erickson
Title: Vice President, Secretary and
Treasurer

HOOP-IT-UP INTERNATIONAL, INC.,

By 
Name: Frederick J. Erickson
Title: Vice President, Secretary and
Treasurer

CAPITAL SPORTS PROPERTIES, INC.,

By 
Name: Frederick J. Erickson
Title: Vice President, Secretary and
Treasurer

SCHEDULE A
PATENTS

None.

SCHEDULE B
TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Host Communications Inc.	Red River Rivalry	U.S.		78649932	06/14/05	
Host Communications Inc.	Lone Star Showdown	U.S.		78646422	06/08/05	
Host Communications Inc.	Lone Star Showdown	U.S.		78642498	06/02/05	
Host Communications Inc.	Gridiron Racing	U.S.		78304184	06/15/04	
Host Communications Inc.	Videseat	U.S.	1660161	74127111	12/31/90	10/08/91
Host Communications Inc.	Sports	U.S.	1576715	73731878	05/31/88	01/09/90
Host Communications Inc.	The Sports Zone Good Stuff for the Serious Fan (to be abandoned)	U.S.	1946226	74450149	10/25/93	01/09/96
Host Communications Inc.	HBCC (to be abandoned)	U.S.	1937512	74492249	02/22/94	11/21/95
Host Communications Inc.	Historically Black Collegiate Coalition (to be abandoned)	U.S.	1947403	74492250	02/22/94	01/09/96
Host Communications Inc.	Historically Black Collegiate CoalitionHBCC (to be abandoned)	U.S.	1949619	74520900	05/09/94	01/16/96
Host Communications, Inc.	Lone Star Showdown	U.S.	2249983	75149330	08/13/96	06/01/99
Host Communications Inc.	Texas Bowl	U.S.	2160800	75048492	01/25/96	05/26/98
Host Communications Inc.	Texas Bowl	U.S.	2092094	75048584	01/25/96	09/10/96
Host Communications Inc.	Texas Football Classic	U.S.	2375352	75812865	10/01/99	08/08/00
Host Communications Inc.	Take a Kid to the Game	U.S.	2482721	75412434	12/31/97	08/28/01
Host Communications Inc.	TCM Total Campus Marketing	U.S.	2732418	75637290	02/09/99	07/01/03

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Host Communications Inc.	March to March	U.S.	2444210	75887644	01/05/00	04/17/01
Host Communications Inc.	Tailgate Talk	U.S.	2589663	76123082	09/07/00	07/02/02
Host Communications Inc.	Southeastern Football's Tailgate Talk	U.S.	2580079	76123409	09/05/00	06/11/02
Host Communications Inc.	Host Communications	U.S.	2662888	76365952	02/01/02	12/17/02
Host Communications Inc.	H	U.S.	2662889	76365956	02/01/02	12/17/02
Host Communications Inc.	H Host	U.S.	1333237	73502730	10/09/84	04/30/85
Host Communications Inc.	US Cowboy News	GA	T19143			01/18/01
Host Communications Inc.	United States Cowboy Tour	GA	T19142			01/18/01
Host Communications Inc.	United States Cowboy Tour	GA	S19141			01/18/01
GrayLink, LLC	Gray Link	U.S.	2475359	75912551	02/08/00	08/07/01
Rockdale Citizen Publishing Company	GNET Gwinnett News & Entertainment Television (will not be renewed)	U.S.	2331446	75562274	09/30/98	03/21/00
Porta-Phone Paging Licensee Corp.	Porta-Phone	U.S.	1913705	74510775	04/11/94	08/22/95

SCHEDULE C
COPYRIGHTS

None.