TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SJL of Kansas Corp.		01/27/2006	CORPORATION: KANSAS
Montecito Hawaii, LLC		01/27/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A. as collateral agent
Street Address:	100 N Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2946227	KSN
Registration Number:	1278336	KSN
Registration Number:	1473537	KHON-TV

CH $90.00 2946227

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson

Signature:	/CHRISTINE WILSON/
Date:	02/16/2006

Total Attachments: 5
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of January 27, 2006, by SJL of Kansas Corp. and Montecito Hawaii, LLC (individually, a "Pledgor" and, collectively, the "Pledgors") in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (the "Second Lien Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien 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 the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Subject to the terms of the Second Lien Security Agreement, 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:

(a) the 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. Second Lien Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks confirmed hereby are more fully set forth in the Second Lien 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 Second Lien Trademark Security Agreement conflicts with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and automatic termination of the Second Lien Security Agreement, the Collateral Agent shall

execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under the Second Lien Security Agreement and this Second Lien Trademark Security Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

SJL OF KANSAS CORP.

By: _____
Name: Robert D. McCurdy
Title: Treasurer and Vice President, Chief Financial Officer

MONTECITO HAWAII, LLC

By: _____
Name: Michael Dal Bello
Title: Vice President

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: Bradford Jones
Title: Managing Director

[Second Lien Trademark Security Agreement Signature Page]

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Reg. No.	Jurisdiction	Registered Owner
KSN	2,946,227	United States	SJL of Kansas Corp.
KSN	1,278,336	United States	SJL of Kansas Corp.
KHON-TV	1,473,537	United States	Montecito Hawaii, LLC