

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Acknowledgement of Intellectual Property Collateral Lien		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
South Dakota Television, L.L.C.		07/18/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource Finance LLC		
<b>Street Address:</b>	4445 Willard Avenue		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2522209	KSFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	trademarks@bellboyd.com		
<b>Correspondent Name:</b>	Bell, Boyd & Lloyd LLC		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>ATTORNEY DOCKET NUMBER:</b>	115192-3		
<b>NAME OF SUBMITTER:</b>	Michael Owen		
<b>Signature:</b>	/michael owen/		
<b>Date:</b>	09/22/2006		

CH \$40.00 2522209

**Total Attachments: 8**

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**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of July 18, 2006, is made by **SOUTH DAKOTA TELEVISION, L.L.C.**, a Delaware limited liability company ("**Grantor**") in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Loan Agreement described below (in such capacities, "**Secured Party**").

**RECITALS:**

**A.** Grantor, North Dakota Television, L.L.C., a Delaware limited liability company, North Dakota Television License Sub, L.L.C., a Delaware limited liability company, South Dakota Television License Sub, L.L.C., a Delaware limited liability company, North Dakota Holdings, L.L.C., a Delaware limited liability company, Secured Party and the other Lenders party thereto entered into a certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of December 23, 2004 (such Second Amended and Restated Revolving Credit, Term Loan and Security Agreement, as the has been and hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "**Loan Agreement**"), pursuant and subject to the terms and conditions of which the Lenders thereunder agreed to make loans and other financial accommodations to Borrowers thereunder.

**B.** Pursuant to the Loan Agreement, Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its Obligations under the Loan Agreement.

**C.** One of the requirements of the Loan Agreement is that Grantor shall have executed and delivered this Acknowledgement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

**1. Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**2. Grant of Security Interest in Intellectual Property Collateral.** Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien

on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "**Intellectual Property Collateral**"):

with: (a) all of its Trademarks, including those referred to on Schedule I hereto, together

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

with: (b) all of its Copyrights, including those referred to on Schedule II hereto, together

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

with: (c) all of its Patents, including those referred to on Schedule III hereto, together

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any such Patent.


3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

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IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.


**GRANTOR:**

**SOUTH DAKOTA TELEVISION, L.L.C.**  
a Delaware limited liability company

By:   
\_\_\_\_\_  
E. Sue Cho  
Vice President

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC**, as Secured Party

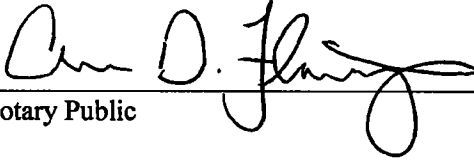
By:   
Name: \_\_\_\_\_  
Title: **Joseph Turitz**  
**General Counsel - Corporate**

ACKNOWLEDGEMENT OF GRANTORS

**SOUTH DAKOTA TELEVISION, L.L.C.**

STATE OF New York )  
  )  
COUNTY OF New York City )      ss:

On this 18<sup>th</sup> day of July, 2006 before me personally appeared E. Sue Cho, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of South Dakota Television, L.L.C., a Delaware limited liability company, who being by me duly sworn did depose and say that she is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that she acknowledged such instrument to be the free act and deed of each such limited liability company.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

**CHRISTINE D. FLAHERTY  
Notary Public, State of New York  
No. 01FL6134858  
Qualified in New York City  
Term Expires Oct. 10, 2009**

STATE OF Maryland )  
COUNTY OF Prince Georges ) S.S.

On August 17, 2006, before me, Kowana Butler, a Notary Public in and for said County and State, personally appeared Joseph Turitz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kowana L. Butler  
Kowana L. Butler

Notary Public

[SEAL]

My Comm. Exps 9/2, 2007

TRADEMARK

REEL: 003395 FRAME: 0922

SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<b>FEDERAL REGISTRATION – SOUTH DAKOTA TELEVISION, L.L.C.</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>APPLN NO/ DATE</b>	<b>REG. NO/ REG. DATE</b>	<b>STATUS</b>
KSFY	UNITED STATES		2522209	Registered

<b>STATE REGISTRATION – SOUTH DAKOTA TELEVISION, L.L.C.</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>APPLN NO/ DATE</b>	<b>REG. NO/ REG. DATE</b>	<b>STATUS</b>
DAKOTA FIRST NEWS	SOUTH DAKOTA		0147351	Registered

B. TRADEMARK APPLICATIONS

None.



SCHEDULE II  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

TRADEMARK

REEL: 003395 FRAME: 0924

SCHEDULE III  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
PATENT REGISTRATIONS

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.

**TRADEMARK**