

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                             |                            |
|----------------------------------|--|-----------------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                             |                            |
| <b>NATURE OF CONVEYANCE:</b>     | SECOND LIEN SECURITY AGREEMENT SUPPLEMENT  |                             |                            |
| <b>CONVEYING PARTY DATA</b>      |  |                             |                            |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>       | <b>Entity Type</b>         |
| PINNACLE SPORTS PRODUCTIONS, LLC |  | 10/17/2006                  | LIMITED LIABILITY COMPANY: |
| <b>RECEIVING PARTY DATA</b>      |  |                             |                            |
| <b>Name:</b>                     | WACHOVIA BANK, NATIONAL ASSOCIATION  |                             |                            |
| <b>Street Address:</b>           | 201 SOUTH COLLEGE STREET   |                             |                            |
| <b>Internal Address:</b>         | CHARLOTTE PLAZA, 8TH FLOOR   |                             |                            |
| <b>City:</b>                     | CHARLOTTE  |                             |                            |
| <b>State/Country:</b>            | NORTH CAROLINA   |                             |                            |
| <b>Postal Code:</b>              | 28288  |                             |                            |
| <b>Entity Type:</b>              | NATIONAL ASSOCIATION: UNITED STATES  |                             |                            |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                             |                            |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>            |                            |
| <b>Serial Number:</b>            | 75258122   | PINNACLE SPORTS PRODUCTIONS |                            |
| <b>CORRESPONDENCE DATA</b>       |  |                             |                            |
| <b>Fax Number:</b>               | (646)848-4455  |                             |                            |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                             |                            |
| <b>Phone:</b>                    | 212-848-4455   |                             |                            |
| <b>Email:</b>                    | jlik@shearman.com  |                             |                            |
| <b>Correspondent Name:</b>       | Daniel C. Glazer   |                             |                            |
| <b>Address Line 1:</b>           | 599 Lexington Avenue   |                             |                            |
| <b>Address Line 2:</b>           | Shearman & Sterling LLP  |                             |                            |
| <b>Address Line 4:</b>           | New York, NEW YORK 10022   |                             |                            |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 33444/94   |                             |                            |
| <b>NAME OF SUBMITTER:</b>        | Daniel C. Glazer   |                             |                            |
| <b>Signature:</b>                | /DANIEL C. GLAZER/   |                             |                            |

CH \$40.00 75258122

Date:

11/02/2006

**Total Attachments: 7**

source=Second Lien SAS#page1.tif

source=Second Lien SAS#page2.tif

source=Second Lien SAS#page3.tif

source=Second Lien SAS#page4.tif

source=Second Lien SAS#page5.tif

source=Second Lien SAS#page6.tif

source=Second Lien SAS#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated October 17, 2006, is made by the Person listed on the signature page hereof (the "*Grantor*") 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 Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Second Lien Security Agreement dated December 30, 2005 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated December 30, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 "*Additional 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) 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) all 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 foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule VI to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the 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 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 Supplement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests 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

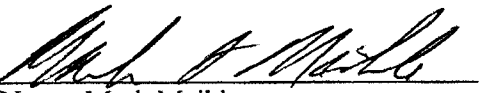
(the "*Intercreditor Agreement*"), among Wachovia Bank, National Association, as First Lien Representative, Wachovia Bank, National Association, as Second Lien Representative, Triple Crown Media, LLC, a Delaware limited liability company, and such other parties as may be added thereto from time to time 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.

SECTION 7. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

PINNACLE SPORTS PRODUCTIONS,  
LLC

By TRIPLE CROWN MEDIA, INC., its sole  
member

By   
Name: Mark Meikle  
Title: Vice President and Chief Financial  
Officer

Address for Notices:

Pinnacle Sports Productions, LLC  
C/O Triple Crown Media, Inc.  
546 East Main Street  
Lexington, Kentucky 40508  
Attn: Mark Meikle  
Fax: (859) 226-4308  
E-mail: Mark.Meikle@hostcommunications.com

with a copy to  
(which shall not constitute notice):  
Proskauer Rose LLP  
1585 Broadway  
New York, NY 10036  
Attn: Janice K. Smith  
Fax: (212) 969-2900  
E-mail: JKSmith@proskauer.com

**Schedule A**

**PATENTS**

**None**

**TRADEMARK  
REEL: 003421 FRAME: 0146**

Schedule B

DOMAIN NAMES AND TRADEMARKS

I. Trademarks

| <u>Grantor</u>                   | <u>Domain Name/Mark</u>     | <u>Country</u> | <u>Mark</u> | <u>Reg. No.</u> | <u>Applic. No.</u> | <u>Filing Date</u> | <u>Issue Date</u> |
|----------------------------------|-----------------------------|----------------|-------------|-----------------|--------------------|--------------------|-------------------|
| Pinnacle Sports Productions, LLC | Pinnacle Sports Productions | U.S.           |             | 75258122        |                    |                    | 02/02/99          |

II. Domain Names

| <u>Grantor</u>                   | <u>Domain Name</u>                    | <u>Country</u> |
|----------------------------------|---------------------------------------|----------------|
| Pinnacle Sports Productions, LLC | PinnacleSportsNetwork.org             | U.S.           |
| Pinnacle Sports Productions, LLC | PinnacleSportsNetwork.com             | U.S.           |
| Pinnacle Sports Productions, LLC | PinnacleSportsNetwork.net             | U.S.           |
| Pinnacle Sports Productions, LLC | Productions@pinnaclesportsnetwork.com | U.S.           |



**Schedule C**

**COPYRIGHTS**

**None**