

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WAPA America, Inc.		03/30/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation		
Street Address:	One CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3106031	WAPA AMERICA	
Registration Number:	3108724	WAPA-AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617.239.0100		
Email:	bcampbell@eapdlaw.com		
Correspondent Name:	Brenda S. Campbell, Paralegal		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Angell Palmer & Dodge LLP		
Address Line 4:	Boston, MASSACHUSETTS 02119		
ATTORNEY DOCKET NUMBER:	23666/0217		
NAME OF SUBMITTER:	Brenda S. Campbell, Paralegal		
Signature:	/Brenda S. Campbell/		

CH \$65.00 3106031

900073334

TRADEMARK  
REEL: 003513 FRAME: 0079

Date:

04/03/2007

**Total Attachments: 7**

source=CIT WAPA America#page1.tif

source=CIT WAPA America#page2.tif

source=CIT WAPA America#page3.tif

source=CIT WAPA America#page4.tif

source=CIT WAPA America#page5.tif

source=CIT WAPA America#page6.tif

source=CIT WAPA America#page7.tif

**TO BE RECORDED WITH U.S.  
PATENT AND TRADEMARK OFFICE**

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of March 30, 2007, by **WAPA AMERICA, INC.**, a Delaware corporation ("Debtor"), to and with **CIT LENDING SERVICES CORPORATION**, a Delaware corporation, as **Administrative Agent** (in such capacity, together with its successors and assigns in such capacity, "Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Secured Parties under, or as defined in, the General Security Agreement referred to below ("Secured Parties").

**RECITALS**

A. Debtor has executed and delivered to Agent a certain Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between Agent, on behalf of the Secured Parties, Debtor, InterMedia Espanol, Inc., a Delaware corporation, InterMedia San Juan, Inc., a Delaware corporation, InterMedia Espanol Holdings, LLC, a Delaware limited liability company, LIN Television of San Juan, Inc., a Delaware corporation, Televicentro of Puerto Rico, LLC, a Delaware limited liability company, and WNJX-TV, Inc., a Delaware corporation.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Agent, on behalf of Secured Parties, under the General Security Agreement.

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

1. **Security Interest.** Debtor hereby grants to Agent, for the benefit of, and on behalf of, Secured Parties, a continuing security interest in all registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by Debtor, whether registered or unregistered, including, but not limited to, those trademarks of Debtor listed on **Schedule A** attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** Debtor represents and warrants that:

2.1. **Schedule A** sets forth as of the date hereof all United States trademark registrations and applications owned by Debtor.

2.2. As of the date hereof, the Collateral set forth on **Schedule A** is subsisting and has not been adjudged invalid or unenforceable.

2.3. Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.4. Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

**3. Covenants.** Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least quarterly Debtor shall give to Agent written notice thereof, and shall execute an amendment to **Schedule A** including such registrations and applications and shall take any other action reasonably necessary to record Agent's and Secured Parties' interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor will continue to use proper statutory notice in connection with its registration of any of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.3. Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

**4. Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), Agent may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

**5. Attorney-in-Fact.** Debtor hereby appoints Agent, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Agent deem necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Agent (or Agent's designee in accordance with the terms hereof) and on the statements made therein.

**6. General.**

6.1. No course of dealing between Debtor and Agent, nor any failure to exercise, nor any delay in exercising on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement (as defined in the General Security Agreement) shall operate as a

waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between Debtor and Agent.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**TELEVICENTRO OF PUERTO RICO,  
LLC**

By: LIN Television of San Juan, Inc.,  
Its Sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CIT LENDING SERVICES  
CORPORATION, as Administrative  
Agent**

By: Anthony Holland  
Name: Anthony Holland  
Title: Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

In \_\_\_\_\_ on this \_\_\_\_\_ day of March, 2007, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of LIN Television of San Juan, Inc., the Sole Member of Televiscentro of Puerto Rico, LLC, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

[CIT/InterMedia/Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

WAPA AMERICA, INC.

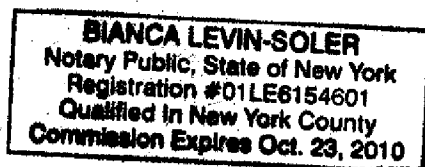
By: C F  
Name: Craig Fischer  
Title: Vice President

CIT LENDING SERVICES  
CORPORATION, as Administrative  
Agent

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF New York )  
COUNTY OF New York )

In New York on this 30<sup>th</sup> day of March, 2007, before me personally appeared Craig Fischer, the Vice President of WAPA America, Inc., to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.



Bianca Levin-Soler  
Notary Public  
Print Name: Bianca Levin-Soler  
My Commission expires: Oct. 23, 2010

[SIGNATURES CONTINUED ON NEXT PAGE]

[CIT/InterMedia/Trademark Security Agreement]

STATE OF NEW JERSEY )  
COUNTY OF MORRIS )

In Morristown on this 29<sup>th</sup> day of March, 2007, before me personally appeared Anthony Holland, Vice President of CIT Lending Services Corporation, as Administrative Agent, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.

Mary Ann Dunn  
Notary Public  
Print Name: MARY Ann Dunn  
My Commission expires: MAY 8, 2011


MARY ANN DUNN  
Notary Public of New Jersey  
My Comm. Exp. May 8, 2011

[CIT/InterMedia/Trademark Security Agreement]



**Schedule A**

**Trademarks**

U.S. Trademarks:						
Mark	Serial No.	Filed	Reg. No.	Issued	Goods/Services	Current Owner/ Status
	78/473,361	8/25/04	3,106,031	6/20/06	Television broadcasting and transmission services; cable television and broadcasting services; satellite transmission services; audio and video broadcasting and transmission via the Internet; and providing on-line chat rooms for the transmission of messages among computer users in the fields of news, entertainment, sports, health, and weather; Television programming services; entertainment services, namely, ongoing television programs in the fields of news, entertainment, sports, health and weather; and providing information in the fields of news, entertainment, and sports via a global computer network	WAPA America, Inc. Registered
WAPA-AMERICA	78/473,358	8/25/04	3,108,724	6/27/06	Television broadcasting and transmission services; cable television and broadcasting services; satellite transmission services; audio and video broadcasting and transmission via the Internet; and providing on-line chat rooms for the transmission of messages among computer users in the fields of news, entertainment, sports, health, and weather; Television programming services; entertainment services, namely, ongoing television programs in the fields of news, entertainment, sports, health and weather; and providing information in the fields of news, entertainment, and sports via a global computer network	WAPA America, Inc. Registered