

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Local TV Tennessee, LLC		05/07/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Swiss Banking Corporation:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2691580	FIRST DEFENSE DOPPLER 3	
Registration Number:	2743746	FIRST DEFENSE WEATHER TEAM	
Registration Number:	1520158	WREG	
Registration Number:	3218610	HEALTHY MEMPHIS	
Serial Number:	78555050	TOTAL DISCLOSURE DEALERS	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8002210770		
Email:	matthew.mayer@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		

CH \$140.00 2691580

900076372

**TRADEMARK
 REEL: 003538 FRAME: 0268**

ATTORNEY DOCKET NUMBER:	CSC # 885999
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	05/09/2007
<p>Total Attachments: 5 source=tvTN_ubs_tm5#page2.tif source=tvTN_ubs_tm5#page3.tif source=tvTN_ubs_tm5#page4.tif source=tvTN_ubs_tm5#page5.tif source=tvTN_ubs_tm5#page6.tif</p>	

Trademark Security Agreement

Trademark Security Agreement, dated as of May 7, 2007, by LOCAL TV TENNESSEE, LLC, a Delaware limited liability company, (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, Pledgor is party to a Security Agreement of even date herewith, as amended, amended and restated, supplemented or otherwise modified from time to time (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this 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 Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The 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 all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor that are the subject of registrations or pending applications with the United States Patent and Trademark Office 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. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations), and termination of the Security Agreement,

the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This 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 Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

LOCAL TV TENNESSEE, LLC,

By: 

Name: Kevin G. Levy

Title: Vice President and Secretary

[Trademark Security Agreement]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent,

By: 

Name: Richard L. Tavrow
Title: Director

By: 

Name: Mary E. Evans
Title: Associate Director

[Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>DIVISION/ STATION</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Local TV Tennessee, LLC	WREG-TV	76/281,567	2,691,580	FIRST DEFENSE DOPPLER 3
Local TV Tennessee, LLC	WREG-TV	76/281,566	2,743,746	FIRST DEFENSE WEATHER TEAM
Local TV Tennessee, LLC	WREG-TV	73/728,885	1,520,158	WREG
Local TV Tennessee, LLC	WREG-TV	78/455,742	3,218,610	HEALTHY MEMPHIS

Applications:

<u>APPLICANT</u>	<u>DIVISION/ STATION</u>	<u>SERIAL NUMBER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Local TV Tennessee, LLC	WREG-TV	78/555,050	<u>NA</u>	TOTAL DISCLOSURE DEALERS

Licenses:

<u>LICENSEE</u>	<u>LICENSOR</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>TRADEMARK</u>
<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>