

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NYT Broadcast Holdings, LLC		05/07/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Local TV Alabama, LLC		
<b>Street Address:</b>	1717 Dixie Highway		
<b>Internal Address:</b>	Suite 650		
<b>City:</b>	Ft. Wright		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	41011		
<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>	
Serial Number:	78444689	ARMOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)776-4981		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(202) 776-2876		
<b>Email:</b>	trademark@dowlohnes.com		
<b>Correspondent Name:</b>	Suzanne M. Underwald		
<b>Address Line 1:</b>	1200 New Hampshire Avenue, N.W.		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	01733.0009		
NAME OF SUBMITTER:	Suzanne M. Underwald		
Signature:	/Suzanne M. Underwald/		

OP \$40.00 78444689

Date:

05/29/2007

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of May 7, 2007 is made by and among NYT Broadcast Holdings, LLC, a Delaware limited liability company, New York Times Management Services, a Massachusetts business trust, NYT Holdings, Inc., an Alabama corporation (collectively, "Assignors" and individually, "Assignor"), on the one hand, and Local TV Alabama, LLC, a Delaware limited liability company ("Assignee"), on the other hand.

**WHEREAS**, Assignors, KAUT-TV, LLC, a Delaware limited liability company, Local TV, LLC, a Delaware limited liability company ("Purchaser") and for limited purposes only, each of The New York Times Company, a New York corporation, and Oak Hill Capital Partners II, L.P., a Delaware limited partnership entered into a certain Asset Purchase Agreement, dated as of January 3, 2007 (the "Asset Purchase Agreement");

**WHEREAS**, pursuant to Section 10.3 of the Asset Purchase Agreement, Purchaser has assigned to Assignee its rights and obligations to the Business Intellectual Property used or held for use exclusively in connection with the operation of WHNT-TV (the "WHNT Business Intellectual Property");

**WHEREAS**, each Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of such Assignor's right, title and interest in and to the WHNT Business Intellectual Property; and

**WHEREAS**, each Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of such Assignor's right, title and interest in and to the marks, slogans, brands, logos, and/or trade names included within the WHNT Business Intellectual Property, including, without limitation, the marks, slogans, brands, logos, and/or trade names set forth on Schedule A hereto, together with all goodwill associated therewith (collectively, the "WHNT Marks");

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment. Each Assignor hereby assigns, transfers, conveys and delivers to Assignee all of such Assignor's right, title, and interest in, to and under the WHNT Marks, including, without limitation, any and all registrations and/or applications for the WHNT Marks and the goodwill of the business symbolized by the WHNT Marks.

3. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the WHNT Marks, shall be held and enjoyed by Assignee and its successors and assigns.

4. Further Assurances. Each Assignor agrees to execute, or arrange the execution of, and deliver to the Assignee such further instruments and certificates of conveyance and transfer as the Assignee may reasonably request in order to more effectively transfer and assign to, and to vest, confirm and perfect in, Assignee, its successors, assigns or other legal representatives ownership of and good title to the WHNT Marks in accordance with this Assignment.

5. Authorization. Each Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of any and all of such Assignors' rights in the WHNT Marks.

6. Conflicts with Asset Purchase Agreement. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

7. Successors and Assigns. This Assignment is binding on and inures to the benefit of the parties hereto, their respective successors in interest and their respective permitted assigns.

8. Governing Law. This Assignment will be governed by and construed and interpreted in accordance with the substantive Law of the State of New York, without giving effect to any conflicts of Law, rule or principle that might require the application of the laws of another jurisdiction.

9. Counterparts. This Assignment may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The parties agree that the delivery of this Assignment may be effected by means of an exchange of facsimile signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the date first written above.

**NYT BROADCAST HOLDINGS, LLC**

By: KA Richieri  
Name: **Kenneth A. Richieri**  
Title: *Vice President*

**NEW YORK TIMES MANAGEMENT SERVICES**

By: KA Richieri  
Name: **Kenneth A. Richieri**  
Title: *Vice President*

**NYT HOLDINGS, INC.**

By: KA Richieri  
Name: **Kenneth A. Richieri**  
Title: *Vice President*

**LOCAL TV ALABAMA, LLC**

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

**EXHIBIT A**  
**WHNT Marks**

<b>Federal Trademarks</b>								
<b>Station</b>	<b>Trademark</b>	<b>Ref.#</b>	<b>Filed</b>	<b>Appl.#</b>	<b>Reg Date</b>	<b>Reg.#</b>	<b>Status</b>	<b>Class(es)</b>
WHNT-TV	ARMOR	N0258-0310	7/1/2004	78/444,689			Allowed	09,42
WHNT-TV	WHNT	N0258-0212	5/17/1988	73/728,886	2/14/1989	1,524,851	Registered	38
WHNT-TV	ARMOR		7/1/2004	78/977,937	3/20/2007	3,220,873	Registered	