

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NYT Broadcast Holdings, LLC		05/07/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Local TV Tennessee, LLC
Street Address:	1717 Dixie Highway
Internal Address:	Suite 650
City:	Ft. Wright
State/Country:	KENTUCKY
Postal Code:	41011
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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
Serial Number:	78555050	TOTAL DISCLOSURE DEALERS
Serial Number:	78455742	HEALTHY MEMPHIS

CORRESPONDENCE DATA

Fax Number: (202)776-4981
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (202) 776-2876
 Email: trademark@dowlohnes.com
 Correspondent Name: Suzanne M. Underwald
 Address Line 1: 1200 New Hampshire Avenue, N.W.
 Address Line 2: Suite 800
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

OP \$140.00 2691580

ATTORNEY DOCKET NUMBER:	01822.0003
NAME OF SUBMITTER:	Suzanne M. Underwald
Signature:	/Suzanne M. Underwald/
Date:	06/06/2007
Total Attachments: 5 source=LOCAL TV - Tennessee#page1.tif source=LOCAL TV - Tennessee#page2.tif source=LOCAL TV - Tennessee#page3.tif source=LOCAL TV - Tennessee#page4.tif source=LOCAL TV - Tennessee#page5.tif	

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 (collectively, "Assignors" and individually, "Assignor"), on the one hand, and Local TV Tennessee, LLC, a Delaware limited liability company ("Assignee"), on the other hand.

WHEREAS, Assignors, KAUT-TV, LLC, a Delaware limited liability company, NYT Holdings, Inc., an Alabama corporation, 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 WREG-TV (the "WREG 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 WREG 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 WREG 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 "WREG 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 WREG Marks, including, without limitation, any and all registrations and/or applications for the WREG Marks and the goodwill of the business symbolized by the WREG 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 WREG 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 WREG 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 WREG 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: _____
Name:
Title:

NEW YORK TIMES MANAGEMENT SERVICES

By: _____
Name:
Title:

LOCAL TV TENNESSEE, LLC

By:  _____
Name: Kevin Levy
Title: Vice President and Secretary

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

NYT BROADCAST HOLDINGS, LLC

By: KAR

Name: **Kenneth A. Richieri**
Title: *vice President*

NEW YORK TIMES MANAGEMENT SERVICES

By: KAR

Name: **Kenneth A. Richieri**
Title: *vice President*

LOCAL TV TENNESSEE, LLC

By: _____

Name:
Title:

EXHIBIT A
WREG Marks

Federal Trademarks								
Station	Trademark	Ref.#	Filed	Appl.#	Reg Date	Reg. #	Status	Class(es)
WREG-TV	FIRST DEFENSE DOPPLER 3	N0258-0135	7/6/2001	76/281,567	2/25/2003	2,691,580	Registered	42
WREG-TV	FIRST DEFENSE WEATHER TEAM	N0258-0136	7/6/2001	76/281,566	7/29/2003	2,743,746	Registered	42
WREG-TV	HEALTHY MEMPHIS	N0258-0311	7/23/2004	78/455,742			Allowed	16, 41
WREG-TV	TOTAL DISCLOSURE DEALERS	N0258-0351	1/27/2005	78/555,050			Pending	35
WREG-TV	WREG	N0258-0223	5/17/1988	73/728,885	1/10/1989	1,520,158	Registered	38

State Trademarks				
Station	Trademark	Reg.#	Status	Registrant
WREG-TV	WHAT'S UP WITH THAT?	TN029677	Registered	WREG-TV DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WREG-TV	ON YOUR SIDE PROBLEM SOLVERS	TN029634	Registered	WREG-TV DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.