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TRADEMARK

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		105/07/2007	LIMITED LIABILITY
Transact Holdings, ELC		30,01,2301	COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Local TV Arkansas, 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: 1

Property Type	Number	Word Mark
Registration Number:	1524853	KFSM

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: Dow Lohnes PLLC

Address Line 1: 1200 New Hampshire Avenue, N.W.

Address Line 2: Suite 800

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

Signature:	/Suzanne M. Underwald/
NAME OF SUBMITTER:	Suzanne M. Underwald
ATTORNEY DOCKET NUMBER: 01822.0003	

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Date:	06/06/2007
Total Attachments: 5 source=LOCAL TV - Arkansas#page1.tif source=LOCAL TV - Arkansas#page2.tif source=LOCAL TV - Arkansas#page3.tif source=LOCAL TV - Arkansas#page4.tif source=LOCAL TV - Arkansas#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "<u>Assignment</u>"), 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, "<u>Assignors</u>" and individually, "<u>Assignor</u>"), on the one hand, and Local TV Arkansas, LLC, a Delaware limited liability company ("<u>Assignee</u>"), 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 ("<u>Purchaser</u>") 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 "<u>Asset Purchase Agreement</u>");

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 KFSM-TV (the "KFSM 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 KFSM 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 KFSM 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 "KFSM 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. <u>Assignment</u>. Each Assignor hereby assigns, transfers, conveys and delivers to Assignee all of such Assignor's right, title, and interest in, to and under the KFSM Marks, including, without limitation, any and all registrations and/or applications for the KFSM Marks and the goodwill of the business symbolized by the KFSM Marks.

- 3. <u>Rights and Privileges</u>. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the KFSM Marks, shall be held and enjoyed by Assignee and its successors and assigns.
- 4. <u>Further Assurances</u>. 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 KFSM Marks in accordance with this Assignment.
- 5. <u>Authorization</u>. 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 KFSM Marks.
- 6. <u>Conflicts with Asset Purchase Agreement</u>. 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. <u>Successors and Assigns</u>. 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. <u>Counterparts</u>. 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

Ву:	
Name:	
Title:	
NEW YORK TIMES MANAGEMENT	SERVICES
Ву:	
Name:	
Title:	

LOCAL TV ARKANSAS, 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

Ву		101 K	w
	Name: Title:	Kenneth A	Richieri PresideNT
NE	W YORK	TIMES MA	NAGEMENT SERVICES

By: _____ Kenneth A. Richieri
Title: Vice President

LOCAL TV ARKANSAS, LLC

By:_____ Name: Title:

EXHIBIT A KFSM Marks

Federal Trademarks								
Station	Trademark	Ref.#	Filed	Appl,#	Reg Date	Reg.#	Status	Class(es)
KFSM-TV	KFSM	N0258-0145	5/24/1988	73/730,540	2/14/1989	1,524,853	Registered	38

Brands & Logos		
Station	Licensor/In-house	Description
KFSM-TV	In-house	5Outdoors
KFSM-TV	In-house	News Channel 5
KFSM-TV	In-house	MAX5 Doppler Radar
KFSM-TV	In-house	5NEWS

TRADEMARK REEL: 003555 FRAME: 0545

RECORDED: 06/06/2007