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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		05/07/2007	LIMITED LIABILITY
NYY Broadcast Holdings, ELO		03/01/2001	COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Local TV Oklahoma, 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:	1817610	OKLAHOMA'S NEWS CHANNEL

#### **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

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

900078566 REEL: 003555 FRAME: 0556

Date:	06/06/2007
Total Attachments: 6	
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#### TRADEMARK ASSIGNMENT

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

WHEREAS, Assignors, 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 KFOR-TV and the Business Intellectual Property used or held for use exclusively in connection with the operation of KAUT-TV (collectively, the "KFOR and KAUT 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 KFOR and KAUT 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 KFOR and KAUT 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 "KFOR and KAUT 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 KFOR and KAUT Marks, including, without limitation, any and all registrations and/or applications for the KFOR and KAUT Marks and the goodwill of the business symbolized by the KFOR and KAUT 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 KFOR and KAUT 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 KFOR and KAUT 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 KFOR and KAUT 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. <u>Governing Law</u>. 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

Бу	_
Name:	_
Title:	
	·
NEW YORK TIMES MANAGEMENT	SERVICES
_	
By:	<i>.</i>
Name:	
Title:	
KAUT-TV, LLC	
RAUI-IV, LLC	
Den	
By:	-
Name:	
Title:	

LOCAL TV OKLAHOMA, LLC

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: Name:	Kenneth A. Richieri
Title:	Kenneth A. Richieri Vice PresideNT
NEW YORI	K TIMES MANAGEMENT SERVIC
Ву:	In Run
Name:	Kenneth A. Richieri
Title:	vice President
KAUT-TV,	LLC
KAUT-TV, By:	LLC
	Kenneth A. Richieri Vice President
By: Name: Title:	Man
By: Name: Title:	Kenneth A. Richieri Vice President
By: Name: Title:	Kenneth A. Richieri Vice President
By: Name: Title:	Kenneth A. Richieri Vice President

# EXHIBIT A KFOR and KAUT Marks

Federal Trademarks								
Station	Trademark	Ref.#	Filed	Appl.#	Reg Date	Reg.#	Status	Class(es)
KFOR-TV	OKLAHOMA'S NEWS CHANNEL	N0258-0080	9/30/1992	74/319,533	1/18/1994	1,817,610	Registered	41

State Trademarks				
Station	Trademark	Reg.#	Status	Registrant
KFOR-TV	THE FOURWARN E D G E (ENHANCED DOPPLER GRAPHICS ENVIRONMENT)	12002388	Renewed	THE NEW YORK TIMES COMPANY
KFOR-TV	THE EDGE (Enhanced Doppler Graphics Environment)	12002387	Expired	THE NEW YORK TIMES COMPANY
KFOR-TV	TV MADE FROM SCRATCH	12002989	Expired	THE NEW YORK TIMES COMPANY
KFOR-TV	COMPANIES FOR OKLAHOMA	12002924	Expired	THE NEW YORK TIMES COMPANY
KFOR-TV	COMPANIES FOUR OKLAHOMA	12002923	Expired	THE NEW YORK TIMES COMPANY
KFOR-TV	COMPANIES 4 OKLAHOMA	12002922	Expired	THE NEW YORK TIMES COMPANY
KFOR-TV	GREAT STATE	12002178	Registered	THE NEW YORK TIMES COMPANY
KFOR-TV	IS THIS A GREAT STATE OR WHAT?	12002177	Renewed	THE NEW YORK TIMES COMPANY

Brands & Logos		
Station	Licensor/In-house	Description
KFOR-TV	In House	Oklahoma's NewsChannel 4
KFOR-TV	In House	In Your Corner
KFOR-TV	In House	Crime Watch
KFOR-TV	In House	K4ToGo.com
KFOR-TV	In House	kfor.com
KFOR-TV	In House	4Warn Doppler
KFOR-TV	In House	4Warn Alert
KFOR-TV	In House	Chopper 4
KFOR-TV	In House	Bus Stop Forecast
KFOR-TV	In House	Car Seat Safety Check
KFOR-TV	In House	Mobile Newsrooms
KFOR-TV	In House	Keep the Music Alive
KFOR-TV	In House	MyCast
KFOR-TV	In House	Oklahoma Decides
KFOR-TV	In House	Ok4Free Cars
KFOR-TV	In House	Ok4Free Homes
KFOR-TV	In House	Ok4Free Jobs
KFOR-TV	In House	Streets of Speed
KFOR-TV	In House	The Rant
KFOR-TV	In House	Storm Trackers
KFOR-TV	Licensed	Weather School
KFOR-TV	In House	4Warn Turtles
KFOR-TV	In House	K4Pix
KFOR-TV	In House	Flashpoint
KFOR-TV	In House	4Strong
KFOR-TV	In House	Oklahoma's NewsChannel 4, Expect the News First
KFOR-TV	In House	Friday Night Heroes
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KFOR-TV	In House	Oklahoma 's NewsChannel 4 in the Morning
VEOD TV	To Transa	Oblehemels News Chemical 4 et maggi
KFOR-TV	In House	Oklahoma's NewsChannel 4 at noon

In House	Oklahoma's NewsChannel 4 at 4:30pm	
	Oklahoma's NewsChannel 4 at 5	
In House	Oklahoma's NewsChannel 4 at 6	
In House	Oklahoma's NewsChannel 4 at 6:30pm	
In House	Oklahoma's NewsChannel 4 at 10	
In House	Oklahoma's NewsChannel 4 @ Your Desk	
In House	Oklahoma's NewsChannel 4 Special Report	
In House	Oklahoma's NewsChannel 4 Breaking News	
In House	1st Weather	
In House	Oklahoma's NewsChannel 4 Coming Up	
In House	Oklahoma's NewsChannel 4 Next	
In House	4Warn Next	
In House	Video Sports	
In House	4Warn Doppler Alert	
In House	4Warn Doppler Update	
In House	4Warn Doppler Report	
In House	Oklahoma's NewsChannel 4 Crime Watch	
In House	Oklahoma's NewsChannel 4 New Tonight	
In House	Oklahoma's NewsChannel 4 Skycenter	
	USA Now	
11110000	OSTITION	
In House	Oklahoma's NewsChannel 4 New Information	
In House	New At Six	
	·	
In House	Oklahoma's NewsChannel 4 Nighbeat	
In House	Health Check	
In House	Consumer Alert	
In House	Is this a Great State or What?	
In House	Since Six	
In House	New @ Noon	
In House	New the Morning	
In House	NewsChannel 4 Investigation	
In House	Bottom Line	
In House	America Decides	
	Operation Enduring Freedom	
In House	Homeland Security	
In House	Your Doctor's File	
	In House	

Brands & Logos		
Station	Licensor/In-house	Description
KAUT-TV	In House	OK43
KAUT-TV	In House	OK43, An Oklahoma Original
KAUT-TV	Licensed	MyNetwork TV

TRADEMARK REEL: 003555 FRAME: 0563

**RECORDED: 06/06/2007**