

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
Gray Television Group, Inc.		05/23/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street
Internal Address:	8th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1436724	KAKE
Registration Number:	1407080	KUPK
Serial Number:	78936955	WIBW-TV
Serial Number:	78934988	KLBY
Serial Number:	78931625	WTAP
Serial Number:	78921235	WITN
Serial Number:	78921052	WEAU-TV
Serial Number:	78920136	WYMT
Serial Number:	78920065	WIFR
Serial Number:	78919689	WKYT
Serial Number:	78919633	WMTV
Serial Number:	78913506	WSAZ
Serial Number:	78913045	WVLT TV

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Serial Number:	78912875	WSAW-TV
Serial Number:	78898917	WRDW-TV
Serial Number:	78895996	WCTV
Serial Number:	78895844	WBKO
Serial Number:	78895538	KBTX-TV
Serial Number:	78895480	KKTV
Serial Number:	77071626	KOLNKGIN
Serial Number:	77066728	KGIN
Serial Number:	77066633	KOLN
Serial Number:	77060324	15 WMTV
Serial Number:	77040963	WHSV
Serial Number:	77039330	WAHU
Serial Number:	77038321	WVAW
Serial Number:	77037669	WCAV
Serial Number:	77028405	KXII
Serial Number:	77006623	WSWG
Serial Number:	77006017	KOLO
Registration Number:	1435943	WOWT
Serial Number:	78936710	KWTX
Registration Number:	2221475	VOLUNTEER TV
Registration Number:	2145334	VOLUNTEER

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704 331 5792
Email: dmillard@kennedycovington.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N Tryon St., Hearst Tower 47th Floor
Address Line 2: Kennedy Covington Lobdell & Hickman, LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13568.129 GRAY COMMUNICA
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	06/15/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of May 23, 2007 by and between GRAY TELEVISION GROUP, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 4370 Peachtree Road, NE, Atlanta, GA 30319 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of March 19, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Gray Television, Inc., as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of March 19, 2007 by and among Gray Television, Inc., certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

23rd IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day of May, 2007.

GRAY TELEVISION GROUP, INC., as Grantor

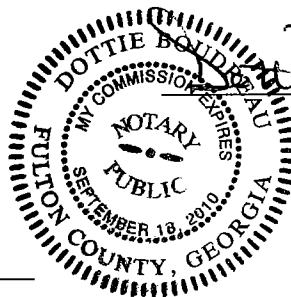
By: [Signature]
Name: James C. Ryan
Title: Senior Vice President - CFO

ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Fulton

I, Dottie Boudreau, a Notary Public for said County and State, do hereby certify that James C. Ryan personally appeared before me this day and stated that (s)he is SRVP & CFO of Gray Television Group, Inc. and acknowledged, on behalf of Gray Television Group, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 23rd day of May, 2007.



[Signature]
Notary Public

My commission expires:

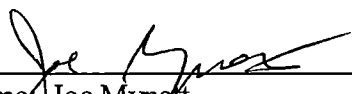
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[Signature Pages Continue]

[Trademark Security Agreement]

Agreed and Accepted as of the
23rd day of May, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: Joe Mynatt
Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS

	<u>Owner</u>	<u>Trademark/ Service</u>	<u>Filing or Registration Date</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Registration or SN #</u>	<u>Renewal Due Date</u>	<u>Renewal Application Filed</u>
1.	Gray Television Group, Inc.	KAKE	1/23/86	Registered	Federal	1436724	4/14/07	n/a
2.	Gray Television Group, Inc.	KUPK	1/30/86	Registered	Federal	1407080	8/26/16	8/26/06
3.	Gray Television Group, Inc.	WIBW-TV	7/25/06	Pending	Federal	78/936,955		n/a
4.	Gray Television Group, Inc.	KLBY	7/21/06	Pending	Federal	78/934,988		n/a
5.	Gray Television Group, Inc.	WTAP	7/18/06	Pending	Federal	78/931,625		n/a
6.	Gray Television Group, Inc.	WITN	6/30/06	Pending	Federal	78/921,235		n/a
7.	Gray Television Group, Inc.	WEAU-TV	6/30/06	Pending	Federal	78/921,052		n/a
8.	Gray Television Group, Inc.	WYMT	6/29/06	Pending	Federal	78/920,136		n/a
9.	Gray Television Group, Inc.	WIFR	6/29/06	Pending	Federal	78/920,065		n/a
10	Gray Television Group, Inc.	WKYT	6/29/06	Pending	Federal	78/919,689		n/a
11	Gray Television Group, Inc.	WMTV	6/29/06	Pending	Federal	78/919,633		n/a
12	Gray Television Group, Inc.	WSAZ	6/21/06	Pending	Federal	78/913,506		n/a
13	Gray Television Group, Inc.	WVLT TV	6/21/06	Pending	Federal	78/913,045		n/a
14	Gray Television Group, Inc.	WSAW-TV	6/21/06	Pending	Federal	78/912,875		n/a
15	Gray Television Group, Inc.	WRDW-TV	6/2/06	Pending	Federal	78/898,917		n/a
16	Gray Television Group, Inc.	WCTV	5/30/06	Pending	Federal	78/895,996		n/a
17	Gray Television Group, Inc.	WBKO	5/30/06	Pending	Federal	78/895,844		n/a
18	Gray Television Group, Inc.	KBTX-TV	5/30/06	Pending	Federal	78/895,538		n/a
19	Gray Television Group, Inc.	KKTV	5/30/06	Pending	Federal	78/895,480		n/a
20	Gray Television Group, Inc.	KOLNKGIN	12/27/06	Pending	Federal	77/071,626		n/a
21	Gray Television Group, Inc.	KGIN	12/18/06	Pending	Federal	77/066,728		n/a
22	Gray Television Group, Inc.	KOLN	12/18/06	Pending	Federal	77/066,633		n/a

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<u>Owner</u>	<u>Trademark/ Service</u>	<u>Filing or Registration Date</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Registration or SN #</u>	<u>Renewal Due Date</u>	<u>Renewal Application Filed</u>
23 Gray Television Group, Inc.	15 WMTV	12/8/06	Pending	Federal	77/060,324		n/a
24 Gray Television Group, Inc.	WHSV	11/9/06	Pending	Federal	77/040,963		n/a
25 Gray Television Group, Inc.	WAHU	11/8/06	Pending	Federal	77/039,330		n/a
26 Gray Television Group, Inc.	WVAW	11/7/06	Pending	Federal	77/038,321		n/a
27 Gray Television Group, Inc.	WCAV	11/6/06	Pending	Federal	77/037,669		n/a
28 Gray Television Group, Inc.	KXII	10/24/06	Pending	Federal	77/028,405		n/a
29 Gray Television Group, Inc.	WSWG	9/25/06	Pending	Federal	77/006,623		n/a
30 Gray Television Group, Inc.	KOLO	9/23/06	Pending	Federal	77/006,017		n/a
31 Gray Television Group, Inc.	WOWT	4/7/87	Registered	Federal	1,435,943	4/7/07	No
32 Gray Texas L.P. (DE Corp)/	KWTX	7/25/06	Pending	Federal	78/936,710		n/a
33 WVLT-TV, Inc.	VOLUNTEER TV	2/2/99	Registered	Federal	2,221,475	2/2/09	n/a
34 WVLT-TV, Inc.	VOLUNTEER	3/17/98	Registered	Federal	2,145,334	3/17/08	n/a

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.