

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignee's address previously recorded on Reel 003555 Frame 0564. Assignor(s) hereby confirms the Assignment.

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

<b>Name:</b>	Local TV Iowa, 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

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1409856	WHO-TV
Serial Number:	78885364	REAL DEALS!
Serial Number:	78793512	BOTCAST

**CORRESPONDENCE DATA**

Fax Number: (202)776-2222  
*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

<b>NAME OF SUBMITTER:</b>	Suzanne M. Underwald
---------------------------	----------------------

OP \$90.00 1409856

Signature:

/Suzanne M. Underwald/

Date:

08/08/2007

**Total Attachments: 11**

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TO: SUZANNE M. UNDERWALD COMPANY: 1200 NEW HAMPSHIRE AVENUE, N.W.



## UNITED STATES PATENT AND TRADEMARK OFFICE

### Facsimile Transmission

**To:**                   **Name:**                   SUZANNE M. UNDERWALD  
                          **Company:**               1200 NEW HAMPSHIRE AVENUE, N.W.  
                          **Fax Number:**           12027764981  
                          **Voice Phone:**

**From:**               **Name:**                   ASSIGNMENT SERVICES BRANCH  
                          **Voice Phone:**         571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

#### Fax Notes:

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Pg#	Description
1	Cover Page
2	646.TXT
4	Document 1, Batch 946905

USPTO ASSIGNMENT SYSTEM PROCESSING

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Date and time of transmission: Wednesday, June 06, 2007 10:27:26 PM  
Number of pages including this cover sheet: 05

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**TRADEMARK**  
**REEL: 003596 FRAME: 0452**

TO: SUZANNE M. UNDERWALD COMPANY: 1200 NEW HAMPSHIRE AVENUE, N.W.

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 06, 2007

PTAS

**\*900078567A\***SUZANNE M. UNDERWALD  
1200 NEW HAMPSHIRE AVENUE, N.W.  
SUITE 800  
WASHINGTON, DC 20036**\*900078567A\***UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER  
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD  
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/06/2007

REEL/FRAME: 003555/0564

NUMBER OF PAGES: 8

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL  
DOCKET NUMBER: 01822.0003

## ASSIGNOR:

NYT BROADCAST HOLDINGS, LLC

DOC DATE: 05/07/2007  
CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY  
COMPANY

## ASSIGNEE:

LOCAL TV IOWA, LLC  
1200 NEW HAMPSHIRE AVENUE, N.W.  
SUITE 800  
WASHINGTON, D.C. 20036CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANYAPPLICATION NUMBER: 78793512  
REGISTRATION NUMBER:FILING DATE: 01/18/2006  
ISSUE DATE:

TO: SUZANNE M. UNDERWALD COMPANY: 1200 NEW HAMPSHIRE AVENUE, N.W.

MARK: BOTCAST

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

003555/0564 PAGE 2

APPLICATION NUMBER: 78885364

FILING DATE: 05/17/2006

REGISTRATION NUMBER:

ISSUE DATE:

MARK: REAL DEALS!

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 73582825

FILING DATE: 02/14/1986

REGISTRATION NUMBER: 1409856

ISSUE DATE: 09/16/1986

MARK: WHO-TV

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

ASSIGNMENT SERVICES BRANCH

PUBLIC RECORDS DIVISION

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**06/06/2007  
 900078567**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<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 Iowa, LLC
<b>Street Address:</b>	1200 New Hampshire Avenue, N.W.
<b>Internal Address:</b>	Suite 800
<b>City:</b>	Washington
<b>State/Country:</b>	DISTRICT OF COLUMBIA
<b>Postal Code:</b>	20036
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	1409856	WHO-TV
<b>Serial Number:</b>	78793512	BOTCAST
<b>Serial Number:</b>	78885364	REAL DEALS!

<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

<b>ATTORNEY DOCKET NUMBER:</b>	01822.0003
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OP \$90.00 1409856

TO: SUZANNE M. UNDERWALD COMPANY: 1200 NEW HAMPSHIRE AVENUE, N.W.

NAME OF SUBMITTER:	Suzanne M. Underwald
Signature:	/Suzanne M. Underwald/
Date:	06/06/2007
Total Attachments: 6 source=Local TV - IOWA#page1.tif source=Local TV - IOWA#page2.tif source=Local TV - IOWA#page3.tif source=Local TV - IOWA#page4.tif source=Local TV - IOWA#page5.tif source=Local TV - IOWA#page6.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 Iowa, 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 WHO-TV (the "WHO 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 WHO 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 WHO 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 "WHO 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 WHO Marks, including, without limitation, any and all registrations and/or applications for the WHO Marks and the goodwill of the business symbolized by the WHO 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 WHO 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 WHO 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 WHO 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 IOWA, 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: KA Richieri  
Name: Kenneth A. Richieri  
Title: Vice President

**NEW YORK TIMES MANAGEMENT SERVICES**

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

**LOCAL TV IOWA, LLC**

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

**EXHIBIT A**  
**WHO Marks**

Federal Trademarks								
Station	Trademark	Ref.#	Filed	Appl.#	Reg Date	Reg.#	Status	Class(es)
WHO-TV	BOTCAST	N0258-0375	1/18/2006	78/793,512			Pending	41
WHO-TV	REAL DEALS!	N0258-0422	5/17/2006	78/885,364			Pending	35
WHO-TV	WHO-TV	N0258-0214	2/14/1986	73/582,825	9/16/1986	1,409,856	Registered	38

State Trademarks				
Station	Trademark	Reg.#	Status	Registrant
WHO-TV	EAT LOCAL WHOTV.COM (and Design)	W409372	Registered	WHO TV 13, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	DES MOINES TOTAL DISCLOSURE DEALERS (and Design)	W389921	Registered	WHO TV 13 A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	13 MARKETPLACE (and Design)	W389920	Registered	WHO-TV 13, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	IOWA HEALTH DES MOINES METHODIST, LUTHERAN, BLANK MEDICAL MINUTE (and Design)	W384004	Registered	WHO TV 13 A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	WHO-TV 13 BUILDING FOR CHARITY.COM (and Design)	W384003	Registered	WHO-TV, A DIVISION OF NYT BROADCAST HOLDINGS LLC
WHO-TV	WHO-TV 13 BUILDING FOR CHARITY (and Design)	W384002	Registered	WHO TV 13 A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	THE ONE MILLION WATT RADAR FIRST ALERT MEGA DOPPLER (and Design)	W352284	Registered	WHO-TV 13, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	ASK THE EXPERT (and Design)	W310092	Registered	WHO-TV, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	STORMPATH ETA (and Design)	W310091	Registered	WHO-TV, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	RVTV (and Design)	W310090	Registered	WHO-TV, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	DIRTY DINING (and Design)	W310089	Registered	WHO-TV, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	CONSUMER ACTION TEAM (and Design)	W3110088	Registered	WHO-TV, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	IN DEPTH (and Design)	W310087	Registered	WHO-TV, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	PINPOINT DOPPLER RADAR (and Design)	W310086	Registered	WHO-TV, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	SKYVIEW (Stylized)	W310085	Registered	WHO-TV, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	FUTURECAST (and Design)	W310084	Registered	WHO-TV, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	HEALTH TEAM (and Design)	W310083	Registered	WHO-TV, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	ANTHEM BUDDIES (and Design)	W310082	Registered	WHO-TV 13, A DIVISION OF NYT BROADCAST HOLDINGS, L.L.C.
WHO-TV	IOWA CARES (and Design)	W289242	Registered	WHO-TV 13 / NYT BROADCAST HOLDINGS

Brands & Logos		
Station	Licenser/In-house	Description
WHO-TV	In-house	13 Now
WHO-TV	In-house	13 Raw
WHO-TV	In-house	A Different Kind of Newscast

WHO-TV	In-house	Anthem Buddies
WHO-TV	In-house	Ask The Expert
WHO-TV	In-house	Big 'ol Fish
WHO-TV	In-house	Channel 13 News
WHO-TV	In-house	Channel 13 Sports
WHO-TV	In-house	Chopper 13
WHO-TV	In-house	Consumer Action Team
WHO-TV	In-house	Consumer Alert
WHO-TV	In-house	Dirty Dining
WHO-TV	In-house	First Alert MEGA Doppler
WHO-TV	In-house	Football Friday
WHO-TV	In-house	Fun Forecast
WHO-TV	In-house	Futurecast
WHO-TV	In-house	Health Team
WHO-TV	In-house	In-Depth
WHO-TV	In-house	Iowa Cares
WHO-TV	In-house	Iowa News Network
WHO-TV	In-house	Iowa Votes
WHO-TV	In-house	Jobnet13
WHO-TV	In-house	Marketplace13
WHO-TV	In-house	MEGA Doppler
WHO-TV	In-house	Murphy's Law
WHO-TV	In-house	Newsline 13
WHO-TV	In-house	Photolink
WHO-TV	In-house	Real Deals
WHO-TV	In-house	RVTV
WHO-TV	In-house	Scams & Ripoffs
WHO-TV	In-house	See the Difference
WHO-TV	In-house	SoundOff