

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Elcom of Virginia, Inc.		07/19/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	201 South College Street		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288-0680		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2561390	HEALTH TEAM 6	
Registration Number:	2514891	HOME TEAM 6	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3698		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	704 331 5792		
<b>Email:</b>	dmillard@kennedycovington.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 N Tryon St., Hearst Tower 47th Floor		
<b>Address Line 2:</b>	Kennedy Covington Lobdell & Hickman, LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	13568.155 RAYCOM/WACHOVIA		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		

OP \$65.00 2561390

Signature:

/Karl S. Sawyer, Jr./

Date:

08/16/2007

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 19, 2007 by and between Elcom of Virginia, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at RSA Tower 20<sup>th</sup> Floor, 201 Monroe Street, Montgomery, Alabama 36104, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> 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 February 28, 2006 (as amended by the First Amendment to Credit Agreement dated as of June 25, 2007, and as further amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Raycom TV Broadcasting, LLC (the "Company") and certain of its Subsidiaries as Borrowers, Raycom TV Broadcasting, Inc., the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Security Agreement dated as of February 28, 2006 by and among the Company, certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Security Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security 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 Security

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 Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**Elcom of Virginia, Inc.,** as Grantor

By: Paul H. McTeer, Jr.  
Name: Paul H. McTeer, Jr.  
Title: President

ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Montgomery

I, Beverly Joyce Eddy, a Notary Public for said County and State, do hereby certify that Paul H. McTeer, Jr. personally appeared before me this day and stated that (s)he is President of Elcom of Virginia, Inc and acknowledged, on behalf of Elcom of Virginia, Inc the due execution of the foregoing instrument.

Witness my hand and official seal, this 19 day of July, 2001.

Beverly Joyce Eddy  
Notary Public

My commission expires:

11.30.2003

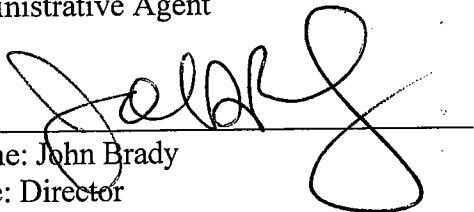
[Signature Pages Continue]

Agreed and Accepted as of the  
18 day of July, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_

Name: John Brady  
Title: Director

A handwritten signature in black ink, appearing to read "John Brady", is written over a horizontal line. The signature is stylized and cursive.

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
Health Team 6	2,561,390			4/16/2012
Home Team 6	2,514,891			12/4/2011

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES