

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

NV Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NVT Birmingham, LLC		11/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
NVT Mason City, LLC		11/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
NVT Youngstown, LLC		11/01/2007	LIMITED LIABILITY COMPANY:
NVT Hawaii, LLC		11/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
NVT Wichita, LLC		11/01/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Swiss Banking Corporation:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2158844	STORM TEAM
Registration Number:	2691484	INFOLERT
Registration Number:	2435040	GIVING YOUR BEST
Registration Number:	2406482	WYFX
Registration Number:	1473537	KHON-TV
Registration Number:	2946227	KSN

CORRESPONDENCE DATA

900091201

TRADEMARK
REEL: 003655 FRAME: 0504

CH \$165.00 2158844

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 304062

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

11/06/2007

Total Attachments: 5

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NV Trademark Security Agreement

NV Trademark Security Agreement, dated as of November 1, 2007, by NVT Birmingham, LLC, a Delaware limited liability company, NVT Mason City, LLC, a Delaware limited liability company, NVT Youngstown, LLC, a Delaware limited liability company, NVT Hawaii, LLC, a Delaware limited liability company, NVT Wichita, LLC, a Delaware limited liability company, and NVT Portland, LLC, a Delaware limited liability company (individually, a "Pledgor," and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a NV Guaranty and Collateral Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "NV Guaranty and Collateral Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this NV Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the NV Guaranty and Collateral Agreement and used herein have the meaning given to them in the NV Guaranty and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this NV Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the NV Guaranty and Collateral Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the NV Guaranty and Collateral Agreement, the

terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this NV Trademark Security Agreement is deemed to conflict with the NV Guaranty and Collateral Agreement, the provisions of the NV Guaranty and Collateral Agreement shall control unless the Collateral Agent and the Pledgors shall otherwise agree. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this First Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this First Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations not then due) and termination of the NV Guaranty and Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this NV Trademark Security Agreement.

SECTION 5. Counterparts. This NV Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this NV Trademark Security Agreement by signing and delivering one or more counterparts.

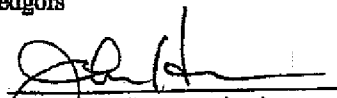
[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this NV Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NVT BIRMINGHAM, LLC,
NVT MASON CITY, LLC,
NVT YOUNGSTOWN, LLC,
NVT HAWAII, LLC,
NVT WICHITA, LLC,
NVT PORTLAND, LLC,
as Pledgors

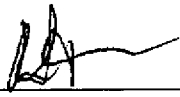
By:

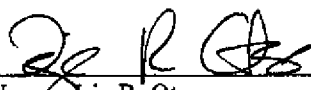

Name: John Heinen
Title: President/COO

[Signature Page to NV Trademark Security Agreement]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: Irja R. Otsa
Title: Associate Director

NV Trademark Security Agreement

SCHEDULE I
to
NV TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
NVT Birmingham, LLC	U.S. Reg. No. 2,158,844	Storm Team
NVT Birmingham, LLC	U.S. Reg. No. 2,691,484	Infolert
NVT Mason City, LLC	U.S. Reg. No. 2,435,040	Giving Your Best
NVT Youngstown, LLC	U.S. Reg. No. 2,406,482	WYFX
NVT Hawaii, LLC	U.S. Reg. No. 1,473,537	KHON-TV
NVT Wichita, LLC	U.S. Reg. No. 2,946,227	KSN

Trademark Applications:

None.