

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Newport Television LLC		03/14/2008	Delaware LLC:

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	301 South College Street
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28288
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	3237264	TIMECAST
Registration Number:	2610513	ROAD GAMES
Registration Number:	2462906	NEWSCHANNEL 34
Registration Number:	2462905	NEWSCHANNEL 20
Registration Number:	2117920	WOKR 13
Registration Number:	1744857	NEWSSOURCE 13
Registration Number:	2436496	FULL HOUSE
Registration Number:	2554641	FULL HOUSE
Registration Number:	3341552	THE COOLER
Registration Number:	2007905	A NEW GENERATION OF NEWS
Registration Number:	3299970	SEEK IT LOCAL
Registration Number:	2943909	CHOICE VIDEO FEEDS
Registration Number:	2950352	REDSHIFT MEDIA
Registration Number:	2922670	NEWS TROUBLESHOOTERS

**CH \$665.00 3237264**

Registration Number:	2810686	WEBHOPPER
Registration Number:	2861593	MY RACE? HUMAN.
Registration Number:	3003159	DELTA V
Registration Number:	2620751	V
Registration Number:	2578135	KIDS AT HEART
Registration Number:	2613976	KMOL-TV
Registration Number:	2442789	KTVX
Registration Number:	1479042	KTVX
Registration Number:	1475339	KMOL-TV
Serial Number:	77025879	CINCW THE POINT
Serial Number:	78735893	INERGIZE DIGITAL
Serial Number:	77007892	VTV VARIETY CHANNEL

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8002210770  
Email: kai.goodwin@contractor.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:	497200
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/17/2008

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2008 (this "Agreement"), among NEWPORT TELEVISION LLC ("Newport"), NEWPORT TELEVISION HOLDINGS LLC ("Holdings"), NEWPORT TELEVISION LICENSE LLC ("License Sub" and, each of Newport, Holdings and License Sub a "Grantor") and WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of March 14, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Newport, Holdings, the subsidiaries of Newport party thereto, the other Persons from time to time party thereto, and the Collateral Agent. The Lenders have extended credit to Newport subject to the terms and conditions set forth in the Credit Agreement dated as of March 14, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(c) and Section 3.02(e) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a lien on and security interest in, all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

A. all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I and II (the "Trademarks");

B. all goodwill associated with or symbolized by the Trademarks;

C. all assets, rights and interests that uniquely reflect or embody the Trademarks;

D. the right to sue third parties for past, present and future infringements of any Trademark; and

E. all proceeds of and rights associated with the foregoing.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

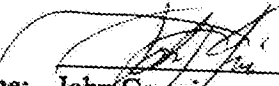
SECTION 4. *Counterparts.* This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 5. *Governing Law.* This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


NEWPORT TELEVISION LLC

By:   
Name: John Grossi  
Title: Treasurer


NEWPORT TELEVISION HOLDINGS LLC

By:   
Name: John Grossi  
Title: Treasurer


NEWPORT TELEVISION LICENSE LLC

By:   
Name: John Grossi  
Title: Treasurer

NTV HOLDINGS FINANCE CORP.

By:   
Name: John Grossi  
Title: Treasurer

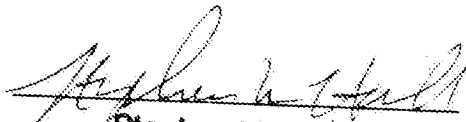
NTV FINANCE CORP.

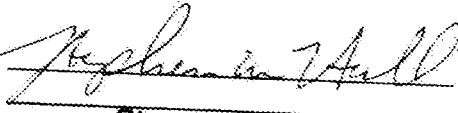
By:   
Name: John Grossi  
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003761 FRAME: 0721

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Stephen M. Neill  
Title: Managing Director

By:   
Name: Stephen M. Neill  
Title: Managing Director

*Schedule I*

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
NEWPORT TELEVISION LLC	TIMECAST	3,237,264 5/1/2007
NEWPORT TELEVISION LLC	ROAD GAMES	2,610,513 8/20/2002
NEWPORT TELEVISION LLC	NEWSCHANNEL 34	2,462,906 6/19/2001
NEWPORT TELEVISION LLC	NEWSCHANNEL 20	2,462,905 6/19/2001
NEWPORT TELEVISION LLC	WOKR 13	2,117,920 12/2/1997
NEWPORT TELEVISION LLC	NEWSSOURCE 13	1,744,857 1/5/1993
NEWPORT TELEVISION LLC	FULL HOUSE and Design	2,436,496 3/20/2001
NEWPORT TELEVISION LLC	FULL HOUSE	2,554,641 4/2/2002
NEWPORT TELEVISION LLC	THE COOLER	3,341,552 11/20/2007
NEWPORT TELEVISION LLC	A NEW GENERATION OF NEWS	2,007,905 10/15/1996
NEWPORT TELEVISION LLC	SEEK IT LOCAL	3,299,970 9/25/2007
NEWPORT TELEVISION LLC	CHOICE VIDEO FEEDS	2,943,909 4/26/2005
NEWPORT TELEVISION LLC	REDSHIFT MEDIA	2,950,352 5/10/2005
NEWPORT TELEVISION LLC	NEWS TROUBLESHOOTERS	2,922,670 2/1/2005
NEWPORT TELEVISION LLC	WEBHOPPER	2,810,686 2/3/2004
NEWPORT TELEVISION LLC	MY RACE? HUMAN.	2,861,593 7/6/2004
NEWPORT TELEVISION LLC	DELTA V	3,003,159

Registered Owner	Mark	Registration Number
		10/4/2005
NEWPORT TELEVISION LLC	V and Design	2,620,751 9/17/2002
NEWPORT TELEVISION LLC	KIDS AT HEART	2,578,135 6/11/2002
NEWPORT TELEVISION LLC	KMOL-TV	2,613,976 9/3/2002
NEWPORT TELEVISION LLC	KTVX	2,442,789 4/10/2001
NEWPORT TELEVISION LLC	KTVX	1,479,042 3/1/1988
NEWPORT TELEVISION LLC	KMOL-TV	1,475,339 2/2/1988



*Schedule II*

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
NEWPORT TELEVISION LLC	CINCW THE POINT	77-025,879 10/20/2006
NEWPORT TELEVISION LLC	INERGIZE DIGITAL	78-735,893 5/15/2007
NEWPORT TELEVISION LLC	VTV VARIETY CHANNEL	77-007,892 9/26/2006