

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Community Television of Missouri, LLC		07/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2037481	THE SPIRIT OF ST. LOUIS	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart		
Address Line 1:	White & Case LLP		
Address Line 2:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-1864		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		

CH \$40.00 2037481

Date:

08/07/2008

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of July 14, 2008 by Community Television of Missouri, LLC (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement, dated as of July 14, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this 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 Pledgor hereby agrees with the Collateral Agent as follows:

Section 11. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 12. Grant of Security Interest in Trademark Collateral. The 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 the Pledgor:

(g) Trademarks of the Pledgor that are the subject of registrations or pending applications with the United States Patent and Trademark Office and are listed on Schedule I attached hereto;

(h) all Goodwill associated with such Trademarks; and

(i) all Proceeds of any and all of the foregoing (other than Excluded Property).

Section 13. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms 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 Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 14. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not then due) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an

instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

Section 15. Counterparts. This 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 Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

COMMUNITY TELEVISION OF MISSOURI,
LLC, as Pledgor

By: 

Name:

KEVIN G. LEVY

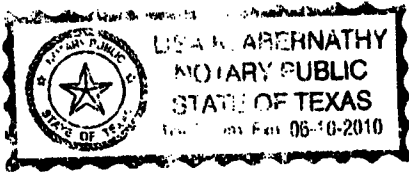
Title:

VICE PRESIDENT & SECRETARY

STATE OF Texas)
) ss.:
COUNTY OF Tarrant)


On this 10th day of July, 2008, before me personally came Kevin
Levy who, being by me duly sworn, did state as follows: that s/he is _____ of
COMMUNITY TELEVISION OF MISSOURI, LLC, that s/he is authorized to execute the
forgoing Trademark Security Agreement on behalf of COMMUNITY TELEVISION OF
MISSOURI, LLC and that s/he did so by authority of the Board of Directors of COMMUNITY
TELEVISION OF MISSOURI, LLC.


Lisa L. Abrenathy
Notary Public



Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: 
Name: Susan Lefevre
Title: Director

By: 
Name: Omayra Laucella
Title: Vice President

SCHEDULE I
to
Trademark Security Agreement
Trademark Registrations and Trademark Applications

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Community Television of Missouri, LLC	2,037,481	<u>KTVI</u> The Spirit of St. Louis