

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WVLT-TV, Inc.		05/23/2007	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	201 South College Street, 8th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0680		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2221475	VOLUNTEER TV	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-350-7738		
Email:	bsmith@winston.com		
Correspondent Name:	Betty G. Smith		
Address Line 1:	Winston & Strawn LLP, 214 N. Tryon St.		
Address Line 2:	22nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	80393.07079		
NAME OF SUBMITTER:	Betty G. Smith		
Signature:	/Betty G. Smith/		
Date:	04/23/2009		

CH \$40.00 2221475

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of May 23, 2007 by and between WVLT-TV, INC., a Georgia corporation (the "Grantor"), having its chief executive office at 4370 Peachtree Road, NE, Atlanta, GA 30319 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th 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 March 19, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Gray Television, Inc., as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of March 19, 2007 by and among Gray Television, Inc., certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral 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 Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 23rd day of May, 2007.

WVLT-TV, INC., as Grantor

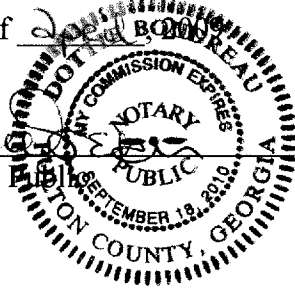
By: [Signature]
Name: James C. Ryan
Title: Vice President & CEO

ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Fulton

I, Dottie Boudreau, a Notary Public for said County and State, do hereby certify that James C. Ryan personally appeared before me this day and stated that (s)he is VP & CEO of Gray Television Group, Inc. and acknowledged, on behalf of Gray Television Group, Inc. the due execution of the foregoing instrument.


Witness my hand and official seal, this 17th day of April, 2007.

[Signature]
Notary Public


My commission expires:
9/18/10

Agreed and Accepted as of the
23^d day of May, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Joe Mynatt
Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS

Owner	Trademark	Filing or Registration Date	Status	Registration or Serial Number
WVLT-TV, Inc.	VOLUNTEER TV	2/2/99	Registered	2,221,475

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.