TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NVT Wichita, LLC		109/30/2009 1	LIMITED LIABILITY COMPANY: DELAWARE
NVT Birmingham, LLC		109/30/2009 1	LIMITED LIABILITY COMPANY: DELAWARE
NVT Mason City, LLC		109/30/2009 1	LIMITED LIABILITY COMPANY: DELAWARE
NVT Youngstown, LLC		109/30/2009 1	LIMITED LIABILITY COMPANY: DELAWARE
NVT Hawaii, LLC		109/30/2009 1	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 Institution:	

PROPERTY NUMBERS Total: 6

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

CORRESPONDENCE DATA

TRADEMARK
REEL: 004071 FRAME: 0680

900144382

Fax Number: (212)230-7740

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

Phone: 2123186556

Email: kathleenmangual@paulhastings.com

Correspondent Name: Kathleen Mangual
Address Line 1: c/o Paul Hastings, LLP
Address Line 2: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	73886.00007 (UBS/NVT)
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	10/01/2009

Total Attachments: 6

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Trademark Security Agreement

This Trademark Security Agreement, dated as of September 30, 2009 (this "Trademark Security Agreement"), by NVT Wichita, LLC, NVT Birmingham, LLC, NVT Mason City, LLC, NVT Youngstown, LLC and NVT Hawaii, LLC (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 (as defined below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to that certain Security Agreement, of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent entered into in connection with that certain Credit Agreement, of even date herewith, among NVT NETWORKS, LLC, a Delaware limited liability company ("NVT Networks"), the Subsidiaries of NVT Networks party thereto ("NVT Networks Subsidiaries"), NVT LICENSE COMPANY, LLC, a Delaware limited liability company ("LicenseCo"), and the Subsidiaries of LicenseCo party thereto ("LicenseCo Subsidiaries", and together with NVT Networks, collectively, the "Borrowers," and each individually, a "Borrower"), NVT HOLDINGS, LLC, a Delaware limited liability company and the owner of all of the outstanding Equity Interests of NVT Networks ("Holdings"), NVT LICENSE HOLDINGS, LLC, a Delaware limited liability company ("LicenseCo Holdings"), as pledgors, assignors and debtors (Borrowers, together with Holdings, LicenseCo Holdings, LicenseCo and LicenseCo Subsidiaries, in such capacities, the "Pledgors," and each, a "Pledgor"), the Lenders, UBS SECURITIES, LLC, as sole arranger and sole bookmanager, UBS AG, STAMFORD BRANCH, as administrative agent, collateral agent and issuing bank (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and pursuant to which the Pledgors are 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 Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. 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 <u>Schedule I</u>¹ attached hereto;

¹ Should include same Trademarks listed on <u>Schedule 1(c)</u> of the Security Agreement.

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all Goodwill associated with such Trademarks; and
- (d) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. 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 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 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 unless the Collateral Agent and the Pledgors shall otherwise agree.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations (other than contingent obligations not then due) and termination of the Security 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 Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or by other electronic transmission shall be as effective as a delivery of a manually executed counterpart of this Trademark Security Agreement.

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IN WITNESS WHEREOF, each 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.

NVT WICHITA, LLC

By: Name: Title:

Jason ETHIN CED

NVT BIRMINGHAM, LLC

By:

Name: Title:

CED

NVT MASON CITY, LLC

By:

Name: Title:

Jason Etkin S

NVT YOUNGSTOWN, LLC

By: Name:

Title:

Jason Elkin CED

NVT HAWAII, LLC

By: Name:

Title:

Jason Elkin

CED

Agreed and accepted:

UBS AG, STAMFORD BRANCH,

as Collateral Agent

By:

Name: Title: Mary E. Evans Associate Director Banking Products Schubble S

By:

Name: Title:

Irja R. Otsa Associate Director Banking Products Services, US

TRADEMARK SECURITY AGREEMENT

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	Registration Number
NVT Wichita, LLC	KSN	U.S. Reg. No. 2,946,227
NVT Birmingham, LLC	INFOLERT	U.S. Reg. No. 2,691,484 ¹
NVT Mason City, LLC	GIVING YOUR BEST	U.S. Reg. No. 2,435,040 ²
NVT Youngstown, LLC	WYFX	U.S. Reg. No. 2,406,482
NVT Birmingham, LLC and NVT Mason City, LLC	STORM TEAM	U.S. Reg. No. 2,158,844 ³
NVT Hawaii, LLC	KHON-TV	U.S. Reg. No. 1,473,537

Trademark Applications:

None.

ATL 380229v.1

RECORDED: 10/01/2009

¹ Pursuant to that certain Trademark License Agreement dated as of October 11, 2006 (the "License Agreement"), this trademark is licensed to NVT Birmingham, LLC by Media General Operations, Inc., a Delaware corporation, Media General Communications, Inc., a Delaware corporation, and Media General Broadcasting of South Carolina Holdings, Inc., a Delaware corporation (collectively, "Media General").

² Pursuant to the License Agreement, this trademark is licensed to NVT Mason City, LLC by Media General.

³ Pursuant to the License Agreement, this trademark is licensed to NVT Birmingham, LLC and NVT Mason City, LLC by Media General.