

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KTNC License, LLC		10/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TTBG San Francisco OpCo, LLC		
Street Address:	1700 Montgomery Street		
Internal Address:	Suite 400		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3471609	KTNC	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2783		
Email:	nicholas.corrado@srz.com		
Correspondent Name:	Nick Corrado c/o Sculte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	026033-0173		
NAME OF SUBMITTER:	Nichols Corrado (026033-0173)		
Signature:	/kc for nc/		

CH \$40.00 3471609

Date:

10/21/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of October 15, 2009 (the "Effective Date") by and between KTNC License, LLC, a Delaware limited liability company (the "Assignor"), and TTBG San Francisco OpCo, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and New World TV Group, LLC ("New World") are parties to that certain Asset Purchase Agreement dated as of December 12, 2008 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell or assign to New World all of Assignor's right, title and interest in and to certain assets, including, without limitation, the trademarks, set forth on Schedule A attached hereto (the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, New World has the right to assign to a designee or designees of New World any of its rights and obligations under the Purchase Agreement (including the right to acquire the Trademarks) subject to certain conditions set forth in the Purchase Agreement;

WHEREAS, New World and Assignee are parties to that certain Assignment and Assumption Agreement of even date herewith (the "Assignment and Assumption Agreement"), pursuant to which, among other things, New World designated Assignee as successor to certain of its rights and obligations under the Purchase Agreement, pursuant to the terms of the Assignment and Assumption Agreement, as permitted by the Purchase Agreement;

WHEREAS, pursuant to the Assignment and Assumption Agreement, Assignee has acquired all of Assignor's right, title and interest in and to the Trademarks, together with all goodwill associated therewith and symbolized thereby; and

WHEREAS, Assignee wishes to confirm its acquisition of all of Assignor's right, title and interest in and to the Trademarks, in a form suitable for recordation at the United States Patent and Trademark Office and/or other governmental offices, and Assignor wishes to confirm and provide same to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee its entire right, title and interest throughout the world in perpetuity in and to the Trademarks, including common law rights, together with the goodwill of the business (or portion thereof) in which the Trademarks are used, and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Trademarks in Assignee, its successors, assigns, or other legal representatives.

Remainder of page intentionally left blank; signature pages follow

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

KTNC License, LLC

By: 

Name: E. Roger Williams

Title: Chapter 11 Trustee

DOC ID-10978149.1

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TRADEMARK
REEL: 004082 FRAME: 0095

ASSIGNEE:

TTBG San Francisco OpCo, LLC

By: TTBG LLC,
its Managing Member

By: David Pulido
Name: David Pulido
Title: Executive Vice President,
Operations and Assistant Secretary

Short Form Trademark Assignment - KTNC License, LLC to TTBG San Francisco OpCo, LLC

TRADEMARK
REEL: 004082 FRAME: 0096

SCHEDULE A

<u>Country</u>	<u>Trademark</u>	<u>Registration No. or Serial Number</u>	<u>Registration Date</u>
US	KTNC (word mark)	3,471,609	7-22-08