

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| KDBC License, LLC | | 10/15/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TTBG El Paso OpCo, LLC | | |
| Street Address: | 2201 E. Wyoming Avenue | | |
| City: | El Paso | | |
| State/Country: | TEXAS | | |
| Postal Code: | 79903 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3471617 | KDBC | |
| 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: | Nicholas Corrado (026033-0173) | | |
| Signature: | /kc for nc/ | | |

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**TRADEMARK
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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 KDBC License, LLC, a Delaware limited liability company (the "Assignor"), and TTBG El Paso 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:

KDBC License, LLC

By: 

Name: E. Roger Williams

Title: Chapter 11 Trustee

DOC ID-10978155.1


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TRADEMARK
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ASSIGNEE:

TTBG El Paso OpCo, LLC

By: TTBG LLC,
its Managing Member

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

Short Form Trademark Assignment - KDBC License, LLC to TTBG El Paso OpCo, LLC

TRADEMARK
REEL: 004082 FRAME: 0112

SCHEDULE A

| <u>Country</u> | <u>Trademark</u> | <u>Registration No. or Serial Number</u> | <u>Registration Date</u> |
|----------------|------------------|--|------------------------------|
| US | KDBC (word mark) | 3,471,617 | 7-22-08 |