TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sinclair Television Group, Inc.		10/29/2009	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	Two James Center
Internal Address:	1021 E. Cary Street, 18th Floor
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77826446	THURSDAY NIGHT LIGHTS

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/1351
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/

OP $40.00 77826446

Date:	11/13/2009

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 29, 2009 is made by SINCLAIR TELEVISION GROUP, INC., a Maryland corporation, located at 10706 Beaver Dam Road, Hunt Valley, Maryland 21030 ("Obligor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, located at Two James Center, 1021 E. Cary Street, 18th Floor, Richmond, VA 23219, as Collateral Agent (the "Collateral Agent") for the Secured Parties, in accordance with the Indenture, dated as of October 29, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among SINCLAIR TELEVISION GROUP, INC., a Maryland corporation ("Borrower"), the Guarantors identified therein and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Borrower has issued its 9.25% Senior Secured Second Lien Notes due 2017 ("Notes");

WHEREAS, in connection with the Indenture, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of October 29, 2009, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Collateral Agent and the Secured Parties a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to Purchase the Notes, and to secure the Secured Obligations, the Obligor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

2. Grant of Security Interest. The Obligor hereby pledges and grants a security interest in, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SINCLAIR TELEVISION GROUP, INC.

By: David B. Amy
Name: David B. Amy
Title: Secretary
Date: October 26, 2009

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent for the Secured Parties

By:_____
Name:
Title:
Date:

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Maryland)
) ss
COUNTY OF Baltimore)

On the 26th day of October, 2007, before me personally came David B. Amy, who is personally known to me to be the Secretary of Sinclair Television Group., Inc., a Maryland corporation; who, being duly sworn, did depose and say that he is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

LISA A. OLIVIERI NOTARY PUBLIC HOWARD COUNTY, MD

(PLACE STAMP AND SEAL ABOVE)

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent for the Secured Parties

By: _____
Name: Melody Scott
Title: Trust Officer
Date: October 27, 2009

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF Virginia)
) ss
~~COUNTY~~ City OF Richmond)

On the 27th day of October, 2009, before me personally came Melody Scott, who is personally known to me to be the Trust Officer of U.S. Bank National Association, a national banking association; who, being duly sworn, did depose and say that she/he is the Trust Officer in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

H. Louise Wade
Notary Public

H. LOUISE WADE
Notary Public
Commonwealth of Virginia
My Commission Expires May 31, 2011

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
Thursday Night Lights	77/826,446

509335-1351-11878-Active.11805558.2