

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

LICENSE

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Media General Broadcasting of South Carolina Holdings, Inc.		10/11/2006	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	NVT Birmingham, LLC
Street Address:	3500 Lenox Road, Suite 640
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	NVT Mason City, LLC
Street Address:	3500 Lenox Road, Suite 640
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2435040	GIVING YOUR BEST

## CORRESPONDENCE DATA

Fax Number: (312)896-6787

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

Phone: 312-443-1787

Email: ipdocket-chi@lockelord.com

Correspondent Name: Sean C. Fifield

Address Line 1: 111 S. Wacker Dr.

900157562

TRADEMARK  
REEL: 004171 FRAME: 0016

CH \$40.00 2435040

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 1004726-00004

NAME OF SUBMITTER: Ingrid J. Scheckel

Signature: /Ingrid J. Scheckel/

Date: 03/19/2010

**Total Attachments: 11**

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**TRADEMARK LICENSE AGREEMENT**

THIS TRADEMARK LICENSE AGREEMENT (this "Agreement") is made as of the date of the later signature below (the "Effective Date") by and among Media General Communications, Inc., a Delaware corporation ("MG Communications"), Media General Broadcasting of South Carolina Holdings, Inc., a Delaware corporation ("MG Holdings," and collectively with MG Communications, "Licensors"), each with offices at 333 E. Franklin Street, Richmond, Virginia 23293, and NVT Birmingham, LLC, a Delaware limited liability company and NVT Mason City, LLC, a Delaware limited liability company, each with offices at 3500 Lenox Road, Suite 640, Atlanta, Georgia 30326 (each a "Licensee" and collectively, "Licensees").

WHEREAS, Licensors, Media General Operations, Inc. and New Vision Television, LLC ("Parent") are parties to that certain Asset Purchase Agreement dated as of August 1, 2006 (the "Asset Purchase Agreement"), pursuant to which Licensors have agreed to sell to Parent, and Parent has agreed to purchase from Licensors, all of the assets of television stations KIMT(TV), Mason City, Iowa and WIAT(TV), Birmingham, Alabama (collectively, the "Stations");

WHEREAS, pursuant and subject to Section 10.3 of the Asset Purchase Agreement, the Parent has assigned certain of its rights and delegated certain of its obligations under the Asset Purchase Agreement to the Licensees, each an indirect wholly-owned subsidiary of the Parent;

WHEREAS, MG Communications is the owner of the mark STORM TEAM® (U.S. Reg. No. 2,158,844) ("STORM TEAM Mark"), which is used in connection with the operation of the Stations and Licensors' other television stations;

WHEREAS, MG Communications is the owner of the mark INFOLERT® (U.S. Reg. Nos. 2,691,484 and 2,640,646) ("INFOLERT Mark"), which is used in connection with the operation of the WIAT(TV) and certain of Licensors' other television stations;

WHEREAS, MG Communications is the registrant of the Internet domain names set forth on Exhibit B and Exhibit C (the "Licensed Domain Names"), which incorporate the Licensed Marks and are used in connection with the operation of the Stations;

WHEREAS, MG Holdings is the owner of the mark GIVING YOUR BEST® (U.S. Reg. No. 2,435,040) ("GIVING YOUR BEST Mark," and collectively with the STORM TEAM Mark and the INFOLERT Mark, the "Licensed Marks"), which is used in connection with the operation of KIMT(TV) and certain of Licensors' other television stations; and

WHEREAS, Licensees desire to continue to use the Licensed Marks and Licensed Domain Names in connection with the operation of the Stations in accordance with the terms of this Agreement upon its acquisition of the Stations.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Grant of License.

a. Licensed Marks. Licensors hereby grant (a) to NVT Birmingham, LLC a perpetual, irrevocable (except as otherwise provided in this Agreement), royalty-free, exclusive (including as to Licensors) license to use the STORM TEAM Mark and the INFOLERT Mark solely in the Birmingham, Alabama Designated Market Area ("DMA") in connection with its operation of WIAT(TV), and (b) to NVT Mason City, LLC a perpetual, irrevocable (except as otherwise provided in this Agreement), royalty-free, exclusive (including as to Licensors) license to use the STORM TEAM Mark and the GIVING YOUR BEST Mark solely in the Rochester, Minnesota-Mason City, Iowa-Austin, Minnesota DMA in connection with its operation of KIMT(TV), as such DMAs are determined from time to time by Nielsen Media Research, Inc. (the "Territories"), solely in connection with the services listed on Exhibit A for such Licensed Marks. For purposes of illustration, a Licensee may use and exploit the STORM TEAM Mark in connection with the services described for such mark on Exhibit A, but may not use the STORM TEAM Mark in connection with the services described on Exhibit A for the INFOLERT Mark. The parties agree and acknowledge that incidental use of the Licensed Marks outside of the respective Territories shall be permitted as long as such use is directly related to the applicable Licensee's operations and use of the Marks in the relevant DMAs (e.g., use of the Marks in print advertising appearing in publications distributed both within and outside the DMAs). Notwithstanding the foregoing, use of the Licensed Marks on the Internet or any other form of similar interactive technology or in any national advertising media by a Licensee to promote the availability of the services to be provided in connection with the Licensed Marks within the Territories shall not be a breach of this Agreement.

b. Licensed Domain Names. Licensors hereby grant to both Licensees a worldwide, royalty-free, exclusive license to use the Licensed Domain Names listed on Exhibit B, and (ii) also grant to NVT Mason City a worldwide, royalty-free, exclusive license to use the Licensed Domain Name listed on Exhibit C, solely in connection with the operation and promotion of websites that promote and/or are directly related to the operation of the applicable Stations (each, a "Station Site"). Licensees shall not use the Licensed Domain Names for any commercial purpose other than in connection with the promotion of Station programming or services and/or for purposes directly related to the operation of the applicable Station and/or Station Site.

2. Quality Control. Licensees agree that the services they will provide or promote in connection with the use of the Licensed Marks will be of at least the quality employed by Licensors prior to the consummation of the Asset Purchase Agreement. Licensees agree to comply with all applicable laws in their use and exploitation of the Licensed Marks. Licensees further agree to adhere to any other reasonable rules and regulations that Licensors may provide regarding use of the Licensed Marks and the quality of the goods and services provided by Licensees in connection with the Licensed Marks. Upon Licensors' written request to either Licensee, such Licensee shall provide Licensors with representative samples of artwork, signage, brochures, advertising and other items bearing the Licensed Marks, to enable Licensors reasonably to ascertain such Licensee's compliance with this Section 2. If any such items are reasonably determined by Licensors to be below the standards of quality set forth herein, Licensors shall notify the applicable Licensee in writing of such deficiency. Upon receipt of such notice, such Licensee shall immediately cease using the Licensed Marks in any manner with respect to such items.

3. Registrations and Notifications.

a. Licensed Marks. Each Licensee shall, at Licensors' expense, provide reasonable cooperation to Licensors in connection with Licensors' efforts to maintain Licensors' registrations for the Licensed Marks. Each Licensee will use appropriate notification of trademark rights or registration on all visual displays of the Licensed Marks, including use of the encircled "R" symbol ("®"), or the letters TM or SM, as appropriate, in conjunction with publication of the Licensed Marks. Licensors shall maintain the Licensed Marks, all at Licensors' expense. The parties acknowledge and agree that Licensors shall have no obligations to maintain the Licensed Marks following the Term.

b. Licensed Domain Names. Except as set forth in this Section 3(b), neither party shall have any obligation to assist the other in connection with the use of the Licensed Domain Names or in connection with any content displayed on or related to the websites operated at the URLs of the Licensed Domain Names. Licensors shall not have any responsibility for any content posted on or through, or any activity conducted by or on behalf of, the websites operated under or linked to or from the Licensed Domain Names. The parties agree that during the Term, the applicable Licensee shall be listed in the database of the applicable registrar as the "administrative contact" and "technical contact" with respect to the Licensed Domain Names, and Licensor agrees to take all steps to ensure that such Licensee is so listed. Licensor will, upon request of such Licensee from time to time, update the administrative contact and/or technical contact. Licensees shall control all content offered at, or any activity conducted on or through the URLs of the Licensed Domain Names, and Licensees shall be solely responsible for such content and activities. During the Term, Licensors agree to timely renew (so that no registration for any Licensed Domain Name lapses or expires), at Licensee's expense, the registrations for each Licensed Domain Name until such time as a Licensee notifies Licensors in writing that such Licensee no longer wishes to use any Licensed Domain Name, in which case, Licensors will no longer have such obligation with respect to such Licensed Domain Name and the license granted herein with respect to such Licensed Domain Name shall terminate as of the date that the Licensee ceases use of the Licensed Domain Name. Each Licensee hereby agrees that (i) it will notify Licensors promptly of its decision to cease using any Licensed Domain Name, and (ii) upon Licensors' request, it will provide Licensors with written confirmation of its intent to continue using any Licensed Domain Name. Licensors agree that as long as this Agreement remains in effect, except for a permitted assignment in accordance with the terms of this Agreement, Licensors will not transfer or encumber their rights in the Licensed Domain Names.

4. Proprietary Rights. Licensees shall acquire no right or interest in the Licensed Marks, by virtue of this Agreement or by virtue of the use of the Licensed Marks, except the right to use the Licensed Marks in accordance with the provisions of this Agreement. All uses of the Licensed Marks by Licensees shall inure to the benefit of Licensors. Licensees agree not to challenge or otherwise interfere with the validity of the Licensed Marks or Licensors' ownership of the Licensed Marks or encourage or assist others to do so.

5. Term; Termination.

a. Term. This Agreement shall commence as of the Effective Date and shall remain in effect until such time as Licensors have permanently ceased all use of the Licensed

Marks in connection with all properties owned by Licensors, including, without limitation, all broadcast television stations (the "Term").

b. Licensors' Right to Terminate. Without limiting any of its rights or remedies under this Agreement, either Licensor may terminate this Agreement with respect to the use of such Licensor's Licensed Marks by providing written notice to the applicable Licensee(s) in the event of such Licensee's material breach of any obligation, representation or warranty in this Agreement, which breach is not cured within thirty (30) days after such Licensee's receipt of notice of the breach.

c. Licensee's Right to Terminate. Each Licensee may terminate this Agreement solely with respect to such Licensee's rights and obligations under this Agreement by providing written notice to Licensors (i) in the event of either Licensor's material breach of any obligation, representation or warranty in this Agreement, which breach is not cured within thirty (30) days after such Licensor's receipt of notice of the breach; or (ii) that it wishes to terminate this Agreement.

d. Effect of Termination. Upon termination of this Agreement pursuant to Section 5(b) or 5(c), the applicable Licensee(s) shall immediately discontinue all use of the Licensed Marks, and shall destroy all materials that use the Licensed Marks, provided, however, that Licensees shall be entitled to retain any documents or materials bearing the Licensed Marks as may be required by applicable law or good business practices, so long as Licensees do not continue to publicly use the Licensed Marks. A Licensee's failure to terminate all use of the Licensed Marks after the termination or expiration of this Agreement will constitute infringement of the Licensed Marks.

## 6. Representations and Warranties.

a. Each Licensee and each Licensor represents and warrants that it has the full legal right, power, and authority to enter into this Agreement and to be bound by its terms.

b. Each Licensor further represents and warrants that (i) it is the sole owner of each of the Licensed Marks it is licensing under this Agreement, (ii) it has not granted any licenses to use any of the Licensed Marks it is licensing under this Agreement, the terms of which conflict with the terms of this Agreement, and (iii) has not granted any licenses to any third party to use the Licensed Domain Names.

## 7. Indemnification.

a. By Licensors. Each Licensor will indemnify, defend and hold harmless Licensees, their parent, subsidiaries and any affiliated organizations, and the officers, directors, employees, shareholders, and agents of any of these, from and against any and all actual or threatened third-party claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees) arising out of or relating to (i) such Licensors' breach of any representation, warranty or covenant under this Agreement; and (ii) any third party claim that a Licensee's use of such Licensor's Licensed Marks or Licensed Domain Names during the Term in accordance with the terms of this Agreement violates or infringes the trademark or service mark rights of any third party.

b. By Licensee. Each Licensee will indemnify, defend and hold harmless each Licensor, their parents, subsidiaries and any affiliated organizations, and the officers, directors, employees, shareholders, and agents of any of these, from and against any and all actual or threatened third-party claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees) arising out of or relating to (i) the use by such Licensee of the Licensed Domain Names, or any content offered at or any activity conducted on or through the URLs of the Licensed Domain Names; and (ii) such Licensee's breach of any representation, warranty or covenant under this Agreement.

8. Infringements by Third Parties. In the event that a Licensee becomes aware of an infringement of any of the Licensed Marks by a third party, such Licensee will immediately notify Licensors in writing. Licensors shall have the first opportunity to sue for such infringement and to recover and retain any and all damages. In the event that Licensors notify the applicable Licensee in writing that they do not desire to sue for such infringement or fail to respond to Licensee's notice within sixty (60) days after such notice is given in accordance herewith, then the applicable Licensee, thereafter, will have the right to sue for the particular infringement and to retain any and all damages. The party bringing the suit shall be responsible for all of the costs and expenses of the suit, provided, however, that each party shall provide reasonable and customary assistance to the other, at the other's or others' expense, in connection with any such enforcement.

9. Assignment; Sublicensing. Without the prior written consent of Licensors, neither Licensee may, other than to a wholly-owned subsidiary of such Licensee that agrees to be bound in writing by the terms of this Agreement as if it were Licensee hereunder ("Subsidiary-Assignee") (i) assign this Agreement or its rights and obligations under this Agreement, or (ii) sublicense the Licensed Marks; provided, however, that any such assignment by a Licensee in accordance with the terms of this Agreement shall not relieve or release such Licensee from any of its obligations under this Agreement. Without limiting the foregoing, (i) in the event of a sale of all or substantially all the assets of a Licensor or a sale of a Licensed Mark and the goodwill of the business associated therewith, such Licensor shall cause the purchaser of such assets to assume and continue in force and effect this Agreement for the duration of the Term; and (ii) in the event of a sale of all or substantially all the assets of a Licensee or a Subsidiary-Assignee or a merger or other acquisition of a Licensee or a Subsidiary-Assignee, such Licensee or such Subsidiary-Assignee shall be permitted to assign or otherwise transfer this Agreement in full to the party acquiring all or substantially all of the assets of Licensee or such Subsidiary-Assignee or otherwise acquiring such Licensee or such Subsidiary-Assignee.

10. Survival. Sections 3, 4, 5(d), 6, 7, 8, 9, 10 and 11 shall survive any expiration or termination of this Agreement.

11. Miscellaneous. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements, oral or written, between them regarding the subject matter of this Agreement. No amendment to this Agreement shall be effective unless it is in writing and executed by both parties. This Agreement will be construed in accordance with the laws of the Commonwealth of Virginia (excluding its choice of law rules), and the state or federal courts located in the Commonwealth of Virginia will have exclusive jurisdiction over any proceeding relating to this Agreement. No waiver of any breach of any term or condition of this Agreement will constitute a waiver of any subsequent breach. If

any term is held unenforceable, such term will be restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of this Agreement will remain in full force and effect. Notices sent pursuant to this Agreement will be in writing, sent by commercial overnight courier to the applicable signatory at the address set forth above, and will be deemed effective upon receipt or refusal. Nothing herein shall create, be deemed to create or be construed as creating any partnership, employer-employee, joint venture or agency relationship between Licensors and Licensees, nor be deemed to render any party hereto liable for any debts or obligations of another party hereto to any third party. Neither of the parties nor any of their employees or agents shall have the power or authority to bind or obligate the other party. This Agreement may be executed in counterparts, each of which shall be an original, and all of which, taken together, shall constitute a single agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MEDIA GENERAL COMMUNICATIONS,  
INC.

NVT BIRMINGHAM, LLC

By: John A. Schauss  
Name: John A. Schauss  
Title: Treasurer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MEDIA GENERAL BROADCASTING OF  
SOUTH CAROLINA HOLDINGS, INC.

NVT MASON CITY, LLC

By: John A. Schauss  
Name: John A. Schauss  
Title: Treasurer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MEDIA GENERAL COMMUNICATIONS,  
INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NVT BIRMINGHAM, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MEDIA GENERAL BROADCASTING OF  
SOUTH CAROLINA HOLDINGS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NVT MASON CITY, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

Licensed Marks

<u>Mark</u>	<u>Goods and Services</u>	<u>Registration Number</u>
STORM TEAM®	Television broadcasting services	2,158,844
INFOLERT®	Broadcasting services over a global computer network of information about news, weather, sports and traffic	2,691,484
INFOLERT®	Computer services, namely, notifying registered users on a global computer network regarding information about news, weather, sports and traffic	2,640,646
GIVING YOUR BEST®	<p>Class 41: Award program to recognize outstanding community service and individual heroic acts; production of television programs featuring national, state and local charities, charitable events, recognition of outstanding community service and individual heroic acts, and human interest stories; entertainment in the nature of television news, charitable event and community outreach programs, and human interest shows.</p> <p>Class 42: promoting public awareness of national, state and local charities and charitable events and community outreach programs, and the need to support such charities, events and programs; promoting public awareness and recognition of outstanding community service and individual heroic acts; promoting public and community service; promoting national, state and local charities, charitable events, and community outreach programs through television.</p>	2,435,040

EXHIBIT B

Licensed Domain Names That May Be Used by Both Licensees

STORMTEAM42.BIZ  
STORMTEAM42.INFO  
STORMTEAM3.BIZ  
STORMTEAM3.INFO

**EXHIBIT C**

**Licensed Domain Names That May Be Used Solely by NVT Mason City, LLC**

GIVINGYOURBEST.INFO