

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveyance Type. Assignment of entire interest and goodwill was selected, instead of Security Interest previously recorded on Reel 004071 Frame 0680. Assignor(s) hereby confirms the Security Interest.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NVT Wichita, LLC		09/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
NVT Birmingham, LLC		09/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
NVT Mason City, LLC		09/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
NVT Youngstown, LLC		09/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
NVT Hawaii, LLC		09/30/2009	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: SWITZERLAND		
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	

CH \$165.00 2946227

900157874

TRADEMARK  
REEL: 004172 FRAME: 0866

**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.**Address Line 4:** Chicago, ILLINOIS 60606**ATTORNEY DOCKET NUMBER:**

1004726.00011

**NAME OF SUBMITTER:**

Ingrid J. Scheckel

**Signature:**

/Ingrid J. Scheckel/

**Date:**

03/23/2010

**Total Attachments: 12**

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TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

\*900144382\*

OCTOBER 01, 2009

PTAS

KATHLEEN MANGUAL  
C/O PAUL HASTINGS, LLP  
75 EAST 55TH STREET  
NEW YORK, NY 10022UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/01/2009

REEL/FRAME: 004071/0680

NUMBER OF PAGES: 8

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL  
DOCKET NUMBER: 73886.00007 (UBS/NVT)

## ASSIGNOR:

NVT WICHITA, LLC

DOC DATE: 09/30/2009

CITIZENSHIP: DELAWARE

ENTITY: LIMITED LIABILITY  
COMPANY

## ASSIGNOR:

NVT BIRMINGHAM, LLC

DOC DATE: 09/30/2009

CITIZENSHIP: DELAWARE

ENTITY: LIMITED LIABILITY  
COMPANY

## ASSIGNOR:

NVT MASON CITY, LLC

DOC DATE: 09/30/2009

CITIZENSHIP: DELAWARE

ENTITY: LIMITED LIABILITY  
COMPANY

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.USPTO.gov

TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

004071/0680 PAGE 2

ASSIGNOR:

NVT YOUNGSTOWN, LLC

DOC DATE: 09/30/2009  
CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY  
COMPANY

ASSIGNOR:

NVT HAWAII, LLC

DOC DATE: 09/30/2009  
CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY  
COMPANY

ASSIGNEE:

UBS AG, STAMFORD BRANCH, AS  
COLLATERAL AGENT  
677 WASHINGTON BOULEVARD  
STAMFORD, CONNECTICUT 06901

CITIZENSHIP:  
ENTITY: SWISS BANKING INSTITUTION

APPLICATION NUMBER: 78411140

REGISTRATION NUMBER: 2946227

FILING DATE: 04/30/2004

ISSUE DATE: 05/03/2005

MARK: KSN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 76178479

REGISTRATION NUMBER: 2691484

FILING DATE: 12/11/2000

ISSUE DATE: 02/25/2003

MARK: INFOLERT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75902206

REGISTRATION NUMBER: 2435040

FILING DATE: 01/27/2000

ISSUE DATE: 03/13/2001

MARK: GIVING YOUR BEST

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75923587

REGISTRATION NUMBER: 2406482

FILING DATE: 02/19/2000

ISSUE DATE: 11/21/2000

MARK: WYFX

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75282508

REGISTRATION NUMBER: 2158844

FILING DATE: 04/24/1997

ISSUE DATE: 05/19/1998

MARK: STORM TEAM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73664304

REGISTRATION NUMBER: 1473537

FILING DATE: 06/02/1987

ISSUE DATE: 01/19/1988

MARK: KHON-TV

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.110/01/2009  
900144382

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

CH \$165.00 2946227

TO: KATHLEEN MANGUAL COMPANY: C/O PAUL HASTINGS, LLP

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**").

### W I T N E S S E T H:

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. Defined Terms. 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. Grant of Security Interest in Trademark Collateral. 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 Schedule I<sup>1</sup> attached hereto;

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<sup>1</sup> Should include same Trademarks listed on Schedule 1(c) 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. Termination. 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.

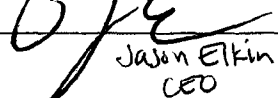
SECTION 5. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, 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.

[remainder of page left blank intentionally]

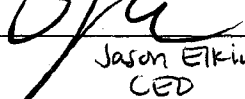


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

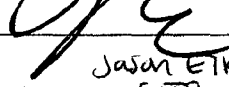
**NVT WICHITA, LLC**

By:   
Name: Jason Elkin  
Title: CEO


**NVT BIRMINGHAM, LLC**

By:   
Name: Jason Elkin  
Title: CEO

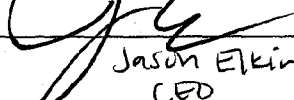
**NVT MASON CITY, LLC**

By:   
Name: Jason Elkin  
Title: CEO

**NVT YOUNGSTOWN, LLC**

By:   
Name: Jason Elkin  
Title: CEO

**NVT HAWAII, LLC**

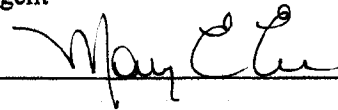
By:   
Name: Jason Elkin  
Title: CEO

Agreed and accepted:

**UBS AG, STAMFORD BRANCH,**  
as Collateral Agent

By:

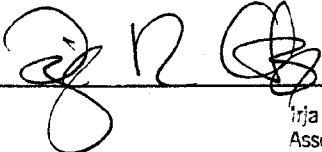
Name:  
Title:



Mary E. Evans  
Associate Director  
Banking Products  
Services, US

By:

Name:  
Title:



Irja R. Otsa  
Associate Director  
Banking Products  
Services, US

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004172 FRAME: 0875**

Divider

TRADEMARK

REEL: 004172 FRAME: 0876

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

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

**Trademark Applications:**

None.

<sup>1</sup> 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").

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

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