

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
NVT Birmingham LLC		03/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
NVT Hawaii LLC		03/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
NVT Mason City LLC		03/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
NVT Wichita, LLC		03/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
NVT Youngstown, LLC		03/30/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Canyon Capital Advisors LLC
Street Address:	2000 Avenue of the Stars 11th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2946227	KSN
Registration Number:	2435040	GIVING YOUR BEST
Registration Number:	2406482	WYFX
Registration Number:	2158844	STORM TEAM
Registration Number:	1473537	KHON-TV

CORRESPONDENCE DATA

Fax Number: (917)777-2962

900158530

**TRADEMARK
 REEL: 004177 FRAME: 0552**

CH \$140.00 2946227

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

Phone: (212) 735-2962
Email: Faith.Robinson@skadden.com
Correspondent Name: S. Anita Sinha
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	080790/15
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	03/31/2010

Total Attachments: 5

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Trademark Security Agreement

This **Trademark Security Agreement**, dated as of March 30, 2010 (this "**Trademark Security Agreement**"), by NVT BIRMINGHAM LLC, a Delaware limited liability company, NVT HAWAII LLC, a Delaware limited liability company, NVT MASON CITY LLC, a Delaware limited liability company, NVT WICHITA, LLC, a Delaware limited liability company, and NVT YOUNGSTOWN, LLC, a Delaware limited liability company (each individually, a "**Pledgor**", and, collectively, the "**Pledgors**"), in favor of CANYON CAPITAL ADVISORS, LLC, 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, NVT Networks Subsidiaries and LicenseCo, collectively, the "**Borrowers**" and each individually, a "**Borrower**"), NEW VISION TELEVISION, LLC, a Delaware limited liability company and the owner of all outstanding Equity Interests of NVT Networks ("**Holdings**"), as a Guarantor (subject to the limitations set forth in Section 7.11 of the Credit Agreement), NVT LICENSE HOLDINGS, LLC, a Delaware limited liability company ("**LicenseCo Holdings**"), as a Guarantor (subject to the limitations set forth in Section 7.11 of the Credit Agreement) and CANYON CAPITAL ADVISORS, LLC, as administrative agent and collateral agent (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 I¹ attached hereto;

¹ 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.

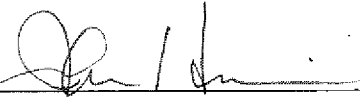
SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations not then due) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the 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.


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

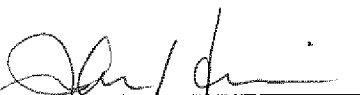
NVT BIRMINGHAM, LLC, as a Pledgor

/ By: 
Name: JOHN HEINEN
Title: PRESIDENT AND COO

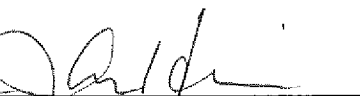
NVT HAWAII, LLC, as a Pledgor

/ By: 
Name: JOHN HEINEN
Title: PRESIDENT AND COO

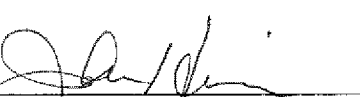
NVT MASON CITY, LLC, as a Pledgor

/ By: 
Name: JOHN HEINEN
Title: PRESIDENT AND COO

NVT WICHITA, LLC, as a Pledgor

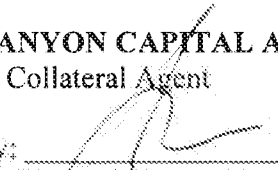
/ By: 
Name: JOHN HEINEN
Title: PRESIDENT AND COO

NVT YOUNGSTOWN, LLC, as a Pledgor

/ By: 
Name: JOHN HEINEN
Title: PRESIDENT AND COO

Agreed and accepted:

CANYON CAPITAL ADVISORS LLC,
as Collateral Agent

By: 
Name: Jonathan Kaplan
Title: General Counsel

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
NVT Wichita, LLC	U.S. Reg. No. 2,946,227	KSN
NVT Mason City, LLC	U.S. Reg. No. 2,435,040 ¹	GIVING YOUR BEST
NVT Youngstown, LLC	U.S. Reg. No. 2,406,482	WYFX
NVT Birmingham, LLC and NVT Mason City, LLC	U.S. Reg. No. 2,158,844 ²	STORM TEAM
NVT Hawaii, LLC	U.S. Reg. No. 1,473,537	KHON-TV

Trademark Applications: None

¹ Pursuant to that certain Trademark License Agreement dated as of October 11, 2006 (the "License Agreement"), this trademark is licensed to NVT Mason City, 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").

² Pursuant to the License Agreement, this trademark is licensed to NVT Birmingham, LLC and NVT Mason City, LLC by Media General.