

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																												
NATURE OF CONVEYANCE:	SECURITY INTEREST																																												
CONVEYING PARTY DATA																																													
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Registration Number:	3225181	WSAW-TV
Registration Number:	3222842	WRDW-TV
Registration Number:	3222728	WBKO
Registration Number:	3222722	KBTX-TV
Registration Number:	3222719	KKTV
Registration Number:	3305838	KOLNKGIN
Registration Number:	3279236	KGIN
Registration Number:	3346934	KOLN
Registration Number:	3387628	15 WMTV
Registration Number:	3279178	WHSV
Registration Number:	3279174	WAHU
Registration Number:	3279169	WVAW
Registration Number:	3279167	WCAV
Registration Number:	3305398	KXII
Registration Number:	3223718	WSWG
Registration Number:	3223717	KOLO
Registration Number:	1435943	WOWT
Registration Number:	3225202	KWTX
Registration Number:	2221475	VOLUNTEER TV

CORRESPONDENCE DATA

Fax Number: (800)516-6304

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

Phone: 614-280-3562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Maureen P. Murphy
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Signature:	/Maureen P. Murphy/
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Date:	05/03/2010
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Total Attachments: 7

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of April 29, 2010 (the "**Trademark Security Agreement**"), by GRAY TELEVISION, INC. and WVLT-TV, INC. (collectively, the "**Grantor**"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the SECURITY AGREEMENT (as defined below) (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to a Second Lien Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Grantor is 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 Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein and in the above recitals have the meaning given to them in the Security Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral.** Grantor 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 Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. **Second Lien Collateral 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 Grantor hereby acknowledges and affirms 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 shall otherwise determine.

SECTION 4. **Termination.** Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor 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 may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. Section 12.11 of the Indenture is incorporated herein, *mutatis mutandis*, as if a part hereof.

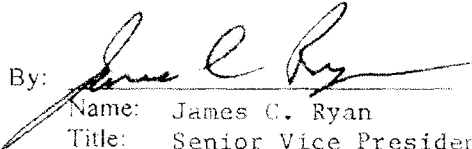
SECTION 7. Second Priority Nature of Liens. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement shall be a second priority lien on and security interest in Collateral and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

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

Very truly yours,

GRAY TELEVISION GROUP, INC.

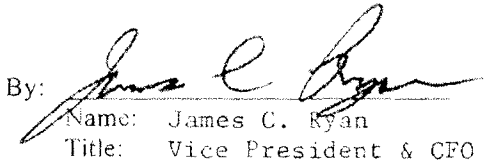
By: 

Name: James C. Ryan

Title: Senior Vice President,

Assistant Secretary & Treasurer

WVLT-TV, INC.

By: 

Name: James C. Ryan

Title: Vice President & CFO

Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 004197 FRAME: 0612

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION.,
as Collateral Agent

By:

Jack Elert
Name: **Jack Elert**
Title: **Vice President**

Signature Page to Second Lien Trademark Security Agreement

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

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Gray Television Group, Inc.	1436724	KAKE
Gray Television Group, Inc.	1407080	KUPK
Gray Television Group, Inc.	3223115	WIBW-TV
Gray Television Group, Inc.	3223113	KLBY
Gray Television Group, Inc.	3223109	WTAP
Gray Television Group, Inc.	3223090	WITN
Gray Television Group, Inc.	3223089	WEAU-TV
Gray Television Group, Inc.	3225190	WYMT
Gray Television Group, Inc.	3225189	WIFR
Gray Television Group, Inc.	3225188	WKYT
Gray Television Group, Inc.	3324425	WMTV
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Gray Television Group, Inc.	3222728	WBKO
Gray Television Group, Inc.	3222722	KBTX-TV
Gray Television Group, Inc.	3222719	KKTV
Gray Television Group, Inc.	3305838	KOLNKGIN
Gray Television Group, Inc.	3279236	KGIN
Gray Television Group, Inc.	3346934	KOLN
Gray Television Group, Inc.	3387628	15 WMTV
Gray Television Group, Inc.	3279178	WHSV
Gray Television Group, Inc.	3279174	WAHU
Gray Television Group, Inc.	3279169	WVAW
Gray Television Group, Inc.	3279167	WCAV
Gray Television Group, Inc.	3305398	KXII
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