

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 Youngstown, LLC, NVT Hawaii, LLC, NVT Mason City, LLC, NVT Wichita, LLC and NVT Birmingham, LLC		07/14/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt Seven
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

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

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4048884267
 Email: dcorey@hunton.com
 Correspondent Name: Hunton & Williams LLP
 Address Line 1: 600 Peachtree Street NE, Suite 4100
 Address Line 2: c/o Deborah Corey
 Address Line 4: Atlanta, GEORGIA 30308-2216

TRADEMARK

900197234

REEL: 004584 FRAME: 0685

CH \$140.00 2946227

ATTORNEY DOCKET NUMBER:	64504.63
NAME OF SUBMITTER:	Deborah Corey
Signature:	/Deborah Corey/
Date:	07/18/2011
Total Attachments: 5 source=NVT Trademark Agmt#page1.tif source=NVT Trademark Agmt#page2.tif source=NVT Trademark Agmt#page3.tif source=NVT Trademark Agmt#page4.tif source=NVT Trademark Agmt#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 14, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties and the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of the date hereof, in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower and to provide a lien on certain collateral to secure such Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each 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,

NVT BIRMINGHAM, LLC
NVT HAWAII, LLC
NVT MASON CITY, LLC
NVT WICHITA, LLC
NVT YOUNGSTOWN, LLC,

as Grantors

By: 

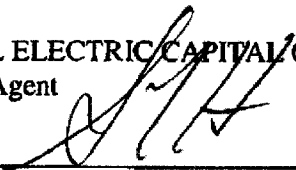
Name: Eric Simontis

Title: Chief Financial Officer

[Signatures Continue on Following Page]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By:  _____

Name: Steve Heise

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Mark	Registration Date	Registration Number
NVT Wichita, LLC	KSN	May 3, 2005	U.S. Reg. No. 2,946,227
NVT Youngstown, LLC	WYFX	November 21, 2000	U.S. Reg. No. 2,406,482
NVT Hawaii, LLC	KHON-TV	January 19, 1988	U.S. Reg. No. 1,473,537
NVT Mason City, LLC	GIVING YOUR BEST	March 13, 2001	U.S. Reg. No. 2,435,040 ¹
NVT Birmingham, LLC and NVT Mason City, LLC	STORM TEAM	May 19, 1998	U.S. Reg. No. 2,158,844 ²

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

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.