

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT																
CONVEYING PARTY DATA																	
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CORRESPONDENCE DATA																	
<p>Fax Number: (212)593-5955 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 212-756-2477 Email: david.cummings@srz.com Correspondent Name: D. Cummings c/o Schulte Roth & Zabel LLP Address Line 1: 919 Third Avenue Address Line 2: 22nd Floor Address Line 4: New York, NEW YORK 10022</p>																	
ATTORNEY DOCKET NUMBER:	026033-0299																

CH \$40.00 2538275

NAME OF SUBMITTER:	David Cummings (026033-0299)
Signature:	/kc for dc/
Date:	08/19/2011
Total Attachments: 5 source=Trademark Security Agreement for Ellis Communications KDOC, LLC and others#page1.tif source=Trademark Security Agreement for Ellis Communications KDOC, LLC and others#page2.tif source=Trademark Security Agreement for Ellis Communications KDOC, LLC and others#page3.tif source=Trademark Security Agreement for Ellis Communications KDOC, LLC and others#page4.tif source=Trademark Security Agreement for Ellis Communications KDOC, LLC and others#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of August 12, 2011, by Ellis Communications KDOC, LLC, a Delaware limited liability company, Ellis Communications Group, LLC, a Delaware limited liability company and Ellis Communications KDOC Licensee, LLC, a Delaware limited liability company (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CF KDOC LLC, in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, the Pledgors are party to a Security Agreement, dated as of August 12, 2011 (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 Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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;
- (b) all Goodwill associated with such Trademarks; and
- (c) 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 shall otherwise determine.

¹ Should include same Trademarks listed on Schedule VIII of the Perfection Certificate.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are 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.

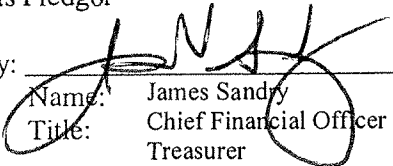
SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. 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. Delivery of an executed counterpart hereof by facsimile or other electronic method of transmission shall be as effective as delivery of a manually executed counterpart hereof.

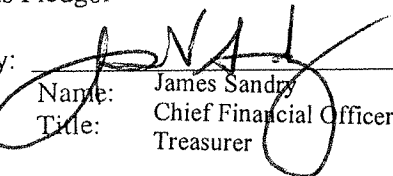
[signature page follows]

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.

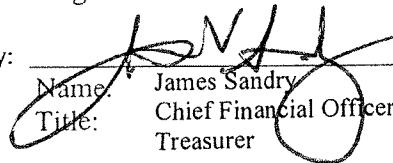
ELLIS COMMUNICATIONS KDOC, LLC,
as Pledgor

By: 
Name: James Sandry
Title: Chief Financial Officer and
Treasurer

ELLIS COMMUNICATIONS GROUP, LLC,
as Pledgor

By: 
Name: James Sandry
Title: Chief Financial Officer and
Treasurer

ELLIS COMMUNICATIONS KDOC
LICENSEE LLC,
as Pledgor

By: 
Name: James Sandry
Title: Chief Financial Officer and
Treasurer

Accepted and Agreed:

CF KDOC LLC,
as Collateral Agent

By: _____

Name:

Title: CONSTANTINE M. DAKOLIAS
PRESIDENT

SCHEDULE I²
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Ellis Communications KDOC, LLC	2538275	KDOC-TV
Ellis Communications KDOC, LLC	N/A	KDOC
Ellis Communications KDOC, LLC	N/A	KDOC - Your Independent
Ellis Communications KDOC, LLC	N/A	KDOC-DT

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
N/A	N/A	N/A

² Note to attorney: These schedules include the minimum information required to perfect in the PTO. A conformed version of perfection certificate would be adequate, provided it contains this information.