

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Young Broadcasting of Sioux Falls, Inc.		12/13/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	1525 West W.T. Harris Blvd.
Internal Address:	MAC D1109-019
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1718810	KELO
Registration Number:	1716556	KELOLAND
Registration Number:	2963396	KELOLAND.COM
Registration Number:	3738734	KELOLAND LIVE DOPPLER HD
Registration Number:	3456320	U SHARE
Registration Number:	3456322	USHARE
Registration Number:	3487813	USHARE
Registration Number:	3753535	U SHARE

CORRESPONDENCE DATA

Fax Number: (704)343-2300
 Phone: (704) 373-4640
 Email: bsmith@mcguirewoods.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

900209633

**TRADEMARK
 REEL: 004678 FRAME: 0524**

OP \$215.00 1718810

via US Mail.

Correspondent Name: Betty G. Smith
Address Line 1: McGuireWoods LLP, 201 N. Tryon Street
Address Line 2: Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724.0528
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	12/14/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 13, 2011 by and between YOUNG BROADCASTING OF SIOUX FALLS, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 441 Lexington Avenue, 17th Floor New York, New York 10017 and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd, MAC D1109-019, Charlotte, North Carolina 28262, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to that certain Credit Agreement, dated as of December 13, 2011 (the "Credit Agreement"), by and between New Young Broadcasting Holding Co., Inc., a Delaware corporation ("Holdings"), Young Broadcasting, LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Collateral Agreement, dated as of December 13, 2011, by and among Holdings, the Borrower, certain Subsidiaries of Holdings (including the Grantor) party thereto and the Administrative Agent (the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 8th day of December, 2011.

YOUNG BROADCASTING OF SIOUX FALLS, INC., as Grantor

By: CL. Eloff
Name: Chris Eisenhardt
Title: Secretary, Treasurer, VP; Controller

ACKNOWLEDGMENT

STATE OF Ny
COUNTY OF Ny

I, David P. Holling, a Notary Public for said County and State, do hereby certify that Chris Eisenhardt personally appeared before me this day and stated that he is Secretary, Treasurer, VP; Controller of Young Broadcasting of Sioux Falls, Inc. and acknowledged, on behalf of Young Broadcasting of Sioux Falls, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 8th day of December, 2011.

David P. Holling
Notary Public

My commission expires:

6-11-2015

DAVID P. HOLLING
Notary Public, State of New York
No. 01HO6168446
Qualified in New York County
Commission Expires June 11, 2015

[Signature Pages Continue]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: Kyle R. Holtz
Name Kyle R. Holtz
Title: Director

ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF HENNEPIN

I, JENELL F. NALLICK, a Notary Public for said County and State, do hereby certify that Kyle R. Holtz personally appeared before me this day and stated that he is a Director of Wells Fargo Bank, National Association and acknowledged, on behalf of Wells Fargo Bank, National Association, the due execution of the foregoing instrument.

Witness my hand and official seal, this 7 day of December, 2011.

Jenell F. Nallick
Notary Public

My commission expires:
1/31/2015



Schedule A to Trademark Security Agreement

Trademark	Registration or Serial No.	Registration or Filing Date
KELO	1718810	09/22/92
KELOLAND (formerly KELO-LAND)	1716556	09/15/92
KELOLAND.COM	2963396	06/21/05
KELOLAND LIVE DOPPLER HD	3738734	01/19/10
USHARE (graphic)	3456320	07/01/08
USHARE (standard)	3456322	07/01/08
USHARE	3487813	08/19/08
USHARE (webcasting)	3753535	03/02/10

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.

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