

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
McGraw-Hill Broadcasting Company, Inc.		12/30/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street, NE, 23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3317901	10 4:00 SAN DIEGO	
CORRESPONDENCE DATA			
Fax Number:	(404)881-4777		
Phone:	404-881-7000		
Email:	ann.jones@alston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	William H. Dorton, Esq.		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	1833/341718		
NAME OF SUBMITTER:	William H. Dorton		
Signature:	/s/ William H. Dorton		

OP \$40.00 3317901

Date:

01/03/2012

Total Attachments: 4

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GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MCGRAW-HILL BROADCASTING COMPANY, INC., a New York corporation (the "Grantor"), with principal offices at 312 Walnut Street, 2800 Scripps Center, Cincinnati, Ohio 45202 on this 30th day of December, 2011, assigns and grants to SUNTRUST BANK, as Administrative Agent (together with its successors and assigns, the "Grantee") with principal offices at 303 Peachtree Street, NE, 23rd Floor, Atlanta, Georgia 30308, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Trademarks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in that certain Pledge and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of December 30, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Grant may be executed in counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of
the date referenced above.

MCGRAW-HILL BROADCASTING
COMPANY, INC.

By: William Appleton
Name: William Appleton
Title: Senior Vice President and General Counsel

McGraw-Hill Broadcasting Company, Inc.

SCHEDULE A

TRADEMARKS

Trademark:	Application Number	Filing Date	Registration Number	Registration Date:
10 4:00 SAN DIEGO & Design	78/907,199	13-Jun-2006	3,317,901	07-Aug-2007

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

REGISTERED PATENTS

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

None.