

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
Granite Broadcasting Company		05/23/2012	CORPORATION: DELAWARE
KBJR, Inc.		05/23/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silver Point Finance LLC		
Street Address:	2 Greenwich Plaza		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2680262	GRANITE BROADCASTING CORPORATION	
Registration Number:	2064864	CHRISTMAS CITY OF THE NORTH	
CORRESPONDENCE DATA			
Fax Number:	2128225137		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 530-5000		
Email:	wmcnamara@milbank.com		
Correspondent Name:	William J. McNamara		
Address Line 1:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 2:	1 Chase Manhattan Plaza		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	William J. McNamara		
Signature:	/William J. McNamara/		

CH \$65.00 2680262

Date:

05/25/2012

Total Attachments: 5

source=Granite -- Trademark Security Agreement_ (2)#page1.tif

source=Granite -- Trademark Security Agreement_ (2)#page2.tif

source=Granite -- Trademark Security Agreement_ (2)#page3.tif

source=Granite -- Trademark Security Agreement_ (2)#page4.tif

source=Granite -- Trademark Security Agreement_ (2)#page5.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of May 23, 2012, is made by Granite Broadcasting Company, a Delaware corporation with executive offices at 767 Third Avenue, 34th Floor, New York, NY 10017 (the “Borrower”) and KBJR, Inc., a Delaware corporation with executive offices at 767 Third Avenue, 34th Floor, New York, NY (together with Borrower, the “Obligors”), in favor of Silver Point Finance, LLC, a Delaware limited liability company with an address at 2 Greenwich Plaza, Greenwich, Connecticut 06830, as Administrative Agent (the “Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Second Lien Credit Agreement, dated as of May 23, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among the Borrower, the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Obligors have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of May 23, 2012, in favor of the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Obligors pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Second Lien Credit Agreement, the Obligors agree, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligors hereby pledge and grant a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all

of the Obligors' right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

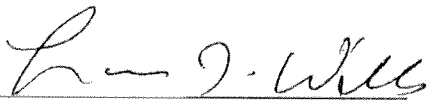
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligors do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern.

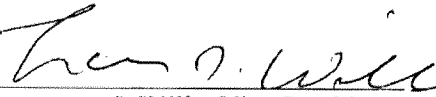
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANITE BROADCASTING CORPORATION

By: 
Lawrence I. Wills, Chief Financial Officer

KBJR, INC.

By: 
Lawrence I. Wills, Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004788 FRAME: 0014

SILVER POINT FINANCE, LLC
as Administrative Agent for the Lenders

By:  _____

Name: **Frederick H. Fogel**
Title: **Authorized Signatory**

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004788 FRAME: 0015

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Owner	Registered Trademarks and Trademark Applications	Jurisdiction of Registration	Registration Number	Date of Registration
Granite Broadcasting Corporation	GRANITE BROADCASTING CORPORATION	United States	2,680,262	1/28/2003
KBJR, Inc. (successor in interest to RJR Communications, Inc.)	CHRISTMAS CITY OF THE NORTH	United States	2,064,864	05/27/1997