

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Granite Broadcasting Corporation		05/23/2012	CORPORATION: DELAWARE
KBJR, Inc.		05/23/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	P.O. Box 2558		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77252		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2680262	GRANITE BROADCASTING CORPORATION	
<b>Registration Number:</b>	2064864	CHRISTMAS CITY OF THE NORTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 455-7976		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Mindy M. Lok, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1673		
<b>NAME OF SUBMITTER:</b>	Mindy M. Lok		

CH \$65.00 2680262

Signature:	/mml/
Date:	06/29/2012
Total Attachments: 5 source=GraniteTMSI#page1.tif source=GraniteTMSI#page2.tif source=GraniteTMSI#page3.tif source=GraniteTMSI#page4.tif source=GraniteTMSI#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 Corporation, a Delaware corporation with executive offices at 767 Third Avenue, 34<sup>th</sup> Floor, New York, NY 10017 (the “Borrower”) and KBJR, Inc., a Delaware corporation with executive offices at 767 Third Avenue, 34<sup>th</sup> Floor, New York, NY (together with Borrower, the “Obligors”), in favor of JP Morgan Chase Bank, N.A., a national banking association with an address at P.O. Box 2558, Houston, Texas 77252, as Administrative Agent (the “Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the First Lien Credit Agreement, dated as of May 23, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First 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 First 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 First Lien Credit Agreement, the Obligors have executed and delivered a First 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 “First Lien Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the First 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 First 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 First Lien Credit Agreement and the First 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.

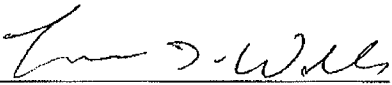
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the First Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The First 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 First Lien Credit Agreement and the First 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 First Lien Guarantee and Collateral Agreement, the terms of the First Lien Guarantee and Collateral Agreement shall govern.

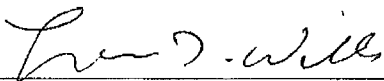
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

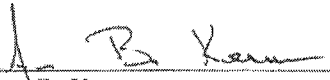
KBJR, INC.

By:   
Lawrence I. Wills, Vice President

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

**TRADEMARK**  
**REEL: 004812 FRAME: 0294**

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: Ann B. Kerns  
Title: Vice President

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

**TRADEMARK**  
**REEL: 004812 FRAME: 0295**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Registered Owner</b>	<b>Registered Trademarks and Trademark Applications</b>	<b>Jurisdiction of Registration</b>	<b>Registration Number</b>	<b>Date of Registration</b>
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