

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Community Television of Ohio, LLC		09/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3672800	HOLLYWOOD & DINE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 819-8767		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patent & Trademark Dept.		
Address Line 4:	New York, NEW YORK 10036-2787		
NAME OF SUBMITTER:	Matthew Campion		
Signature:	/Matthew Campion/		
Date:	10/15/2012		

OP \$40.00 3672800

**Total Attachments: 5**

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## Trademark Security Agreement

Trademark Security Agreement, dated as of September 24, 2012 by Community Television of Ohio, LLC (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Amended and Restated Credit Agreement, dated as of July 14, 2008 and amended and restated as of September 24, 2012 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") (in such capacity, the "Collateral Agent").

### W I T N E S S E T H :

WHEREAS, the Pledgor is party to a Security Agreement, dated as of July 14, 2008 (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 Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees 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. The 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 the Pledgor:

- (a) Trademarks of the Pledgor that are the subject of registrations or pending applications with the United States Patent and Trademark Office and are listed on Schedule I 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 the Pledgor hereby acknowledges and affirms 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.

Section 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not then due) and termination of the Security

Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor 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 5. 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.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

COMMUNITY TELEVISION OF OHIO, LLC,

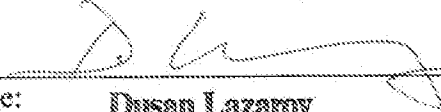
By: 


Name: Kevin G. Levy

Title: Vice President and Secretary

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Collateral Agent

By:   
Name: **Dusan Lazarov**  
Title: **Director**

By:   
Name: **Michael Getz**  
Title: **Vice President**

SCHEDULE I  
to  
Trademark Security Agreement  
Trademark Registrations and Trademark Applications

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Community Television of Ohio LLC	3,672,800	HOLLYWOOD & DINE