

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smith Finance, LLC		02/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Smith Media, LLC		
Street Address:	1215 Cole Street		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63106		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1485548	KEY	
Registration Number:	1480029	KEYT-TV	
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>			
Email:	trademark@dowlohnes.com		
Correspondent Name:	Maureen Nagle c/o Dow Lohnes PLLC		
Address Line 1:	1200 New Hampshire Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	50128.0013		
NAME OF SUBMITTER:	Maureen Nagle		
Signature:	/Maureen Nagle/		

OP \$65.00 1485548

Date:

11/15/2012

Total Attachments: 6

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CORPORATION SERVICE COMPANY

www.cscglobal.com

CSC- Tallahassee

1201 Hays Street
Tallahassee, FL 32301-2607
800-342-8086
850-558-1515 (Fax)

Matter# 50128.0012

Order# 088165-2

Project Id :

Order Date 02/07/2012

Additional Reference : NOT PROVIDED

Entity Name: SMITH MEDIA, LLC (Debtor)/ SMITH FINANCE, LLC (Secured Party)

Jurisdiction: DE - SECRETARY OF STATE

Request for: UCC Filing

File Type: TERMINATION FILING

File#: 20120492704

File Date: 02/07/2012

Original File Number: 2009 2167085

Result: Filed

File Number: 20120492704

Filing Date: 02/07/2012

Ordered by JON TURK at DOW LOHNES PLLC

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Becky Peirce
bpeirce@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

PAUL HASTINGS LLP
 515 South Flower Street
 25th Floor
 Los Angeles, California 90071
 Attention: John Francis Hilson, Esq.

DELAWARE DEPARTMENT OF STATE
 U. C. C. FILING SECTION
 FILED 05:41 PM 02/07/2012
 INITIAL FILING # 2009 2167085
 AMENDMENT # 2012 0492704
 SRV: 120135933

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 2009 2167085

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.
4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.
5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
- CHANGE name and/or address: DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL I.D.#, if any
				<input type="checkbox"/> None

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Smith Finance, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

Smith Finance, LLC
125 High Street, 17th Floor
Boston, MA 02110

February 6, 2012

SMITH MEDIA, LLC
1215 Cole Street
St. Louis, Missouri, 63106
Attention: Ian Guthrie

Ladies and Gentlemen:

Reference is made to the Amended and Restated Credit Agreement, dated as of June 4, 2009 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among **SMITH MEDIA, LLC**, a Delaware limited liability company (the "Borrower"), the lenders from time to time party thereto, and **SMITH FINANCE, LLC.**, a Delaware limited liability company, as administrative agent for each of the other Credit Parties (as such term is defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent").

1. This payoff letter (this "Payoff Letter") confirms that:

(a) on February 6, 2012 (the "Payoff Date") the Credit Parties have converted the entire principal amount of Obligations outstanding under the Credit Agreement, consisting of \$26,113,000 in principal and capitalized interest into preferred equity interests in the Borrower in the form of Class A1 Units; and

(b) all of the Obligations (and any guarantees thereof by any Person) have been satisfied in full and the Credit Agreement and all other Loan Documents shall be terminated and of no further force and effect and all Liens granted or created thereunder, shall be deemed to be automatically released and terminated.

2. Administrative Agent, concurrently with the satisfaction of the conditions referred to in Section 1 above for itself and on behalf of the Lenders, (a) authorizes Borrower to prepare and file any UCC termination statements and other filings necessary to terminate any and all UCC financing statements previously filed by Agent with respect to the Obligations, and (b) agrees to execute and deliver any lien releases, mortgage releases, discharges of security interests, and other similar discharge or release documents (in recordable form if applicable) as Borrower may reasonably request to effectuate the termination and release of the security interests and liens securing the Obligations, and which are prepared at Borrower's expense.

3. Agent will, as promptly as practicable, upon the satisfaction of the conditions referred to in Section 1 above, return to Borrower, at the address set forth on the first page of this Payoff Letter or as otherwise directed by Borrower, the originals of any and all promissory notes previously delivered to the Lenders in connection with the Credit Agreement, duly marked "paid in full" or "cancelled" (or with written authorizations to so mark such documents after the Payoff Date actually occurs) as may be appropriate, and any and all stock certificates, stock powers, or other investment

property and all negotiable instruments, as well as any other possessory collateral, in each case which are in its possession or control.

4. Administrative Agent hereby agrees that it shall execute and deliver such additional documents and shall provide additional information as Borrower may reasonably require to carry out the terms of this Payoff Letter at Borrower's expense.

5. This Payoff Letter may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Payoff Letter by signing any such counterpart. Delivery of an executed counterpart of this Payoff Letter by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Payoff Letter by telefacsimile or electronic method of transmission also shall deliver an original executed counterpart, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Payoff Letter.

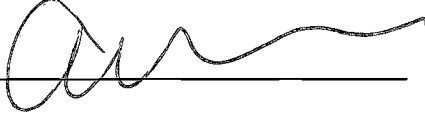
6. This Payoff Letter shall be governed by, and construed and enforced in accordance with, the laws of the State of New York as applied to agreements among parties resident therein. Whenever possible, each provision of this Payoff Letter shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Payoff Letter shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Payoff Letter.

7. This is the entire agreement between the parties with respect to the subject matter of this Payoff Letter. There are no other agreements or understandings, written or oral, express or implied.

[signature pages follow]

Very truly yours,


SMITH FINANCE, LLC
Delaware limited liability company,
as Administrative Agent

By: 
Name: _____
Title:

[SIGNATURE PAGE TO PAYOFF LETTER]

ACCEPTED and AGREED to by the undersigned:

SMITH MEDIA, LLC,
as Borrower

By: 
Name: JAV J. GUTHRIE
Title: VP - CFO

[SIGNATURE PAGE TO PAYOFF LETTER]