

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT TO THE SECOND LIEN TRADEMARK SECURITY AGREEMENT PREVIOUSLY RECORDED AT REEL/FRAME: 5039/0741

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BONTEN MEDIA GROUP INC.		05/31/2013	CORPORATION: DELAWARE
BONTEN MEDIA GROUP HOLDINGS, INC.		05/31/2013	CORPORATION: DELAWARE
BLUESTONE TELEVISION INC.		05/31/2013	CORPORATION: PENNSYLVANIA
THE DGH COMPANY		05/31/2013	CORPORATION: DELAWARE
EAGLE COMMUNICATIONS, INC.		05/31/2013	CORPORATION: MONTANA
EASTERN NORTH CAROLINA BROADCASTING CORPORATION		05/31/2013	CORPORATION: NORTH CAROLINA
CALIFORNIA BROADCASTING, INC.		05/31/2013	CORPORATION: CALIFORNIA
APPALACHIAN BROADCASTING LLC		05/31/2013	LIMITED LIABILITY COMPANY: VIRGINIA
ABILENE-SWEETWATER BROADCASTING CO.		05/31/2013	CORPORATION: TEXAS
BLUESTONE LICENSE HOLDINGS INC.		05/31/2013	CORPORATION: DELAWARE
NORTH CAROLINA BROADCASTING, INC.		05/31/2013	CORPORATION: DELAWARE
NORTH CAROLINA LICENSE HOLDINGS INC.		05/31/2013	CORPORATION: DELAWARE
SAINTE-CBI, LLC		05/31/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 S 6TH ST
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402

Entity Type: NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1834918	5 WCYB BRISTOL KINGSPORT JOHNSON CITY

CORRESPONDENCE DATA

Fax Number: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 35195-18

NAME OF SUBMITTER: BENJAMIN PETERSEN

Signature: /BENJAMIN PETERSEN/

Date: 06/28/2013

Total Attachments: 7

source=0 - Bonten Second Lien TM Security Agreement (Amended)#page1.tif

source=0 - Bonten Second Lien TM Security Agreement (Amended)#page2.tif

source=0 - Bonten Second Lien TM Security Agreement (Amended)#page3.tif

source=0 - Bonten Second Lien TM Security Agreement (Amended)#page4.tif

source=0 - Bonten Second Lien TM Security Agreement (Amended)#page5.tif

source=0 - Bonten Second Lien TM Security Agreement (Amended)#page6.tif

source=0 - Bonten Second Lien TM Security Agreement (Amended)#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wilmington Trust, National Association ("Wilmington Trust"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of May 31, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties and the Lenders from time to time party thereto and Wilmington Trust, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties Equally and Ratably, and grants to the Agent for the benefit of the Secured Parties Equally and Ratably a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (but excluding, for the avoidance of doubt, any Excluded Property) (the "Trademark Collateral");

Second Lien Trademark Security Agreement

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

Second Lien Trademark Security Agreement

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BONTEN MEDIA GROUP INC.

By: [Signature]
Name: Harold D. Bonten
Title: Chairman

BONTEN MEDIA GROUP HOLDINGS, INC.

By: [Signature]
Name: Harold D. Bonten
Title: Chairman

BLUESTONE TELEVISION INC.

By: [Signature]
Name: Harold D. Bonten
Title: Chairman

THE DGH COMPANY

By: [Signature]
Name: Harold D. Bonten
Title: Chairman

EAGLE COMMUNICATIONS, INC.

By: [Signature]
Name: Harold D. Bonten
Title: Chairman

Second Lien IP Security Agreement

EASTERN NORTH CAROLINA
BROADCASTING CORPORATION

By: [Signature]
Name: Ronald D. Bousherson
Title: Chairman

CALIFORNIA BROADCASTING, INC.

By: [Signature]
Name: Ronald D. Bousherson
Title: Chairman

APPALACHIAN BROADCASTING LLC

By: [Signature]
Name: Ronald D. Bousherson
Title: Chairman

ABILENE-SWEETWATER BROADCASTING
CO.

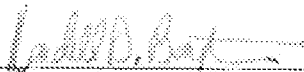
By: [Signature]
Name: Ronald D. Bousherson
Title: Chairman

BLUESTONE LICENSE HOLDINGS INC.


By: [Signature]
Name: Ronald D. Bousherson
Title: Chairman

Second Lien IP Security Agreement


NORTH CAROLINA BROADCASTING, INC.

By: 
Name: Arnette D. Brannen
Title: Chairman

NORTH CAROLINA LICENSE HOLDINGS INC.

By: 
Name: Arnette D. Brannen
Title: Chairman

SAINTE-CBI, LLC

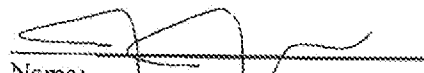
By: 
Name: Arnette D. Brannen
Title: Chairman

Second Lien IP Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Agent

By:


Name: _____
Title: _____
Joshua G. James
Assistant Vice President

Second Lien Trademark Security Agreement

Schedule A

Trademark Registrations and Applications

<u>Borrower/Holdings/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Appalachian Broadcasting Corporation	5 WCYB Bristol Kingsport Johnson City	Application Date- 10/26/92 Registration Date- 5/3/94	Renewed	App No.- 74/325299 Reg. No- 1834918

Second Lien Trademark Security Agreement