

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM317063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHTM Acquisition LLC		09/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Media General Operations, Inc.		
Street Address:	333 E. Franklin St		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23219		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3767261	WHTM	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128598000		
Email:	teas@friedfrank.com, jason.greenberg@friedfrank.com		
Correspondent Name:	Jason L. Greenberg		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	GREENBERG 14337-15		
NAME OF SUBMITTER:	Jason L. Greenberg		
SIGNATURE:	/jlg/		
DATE SIGNED:	09/16/2014		
Total Attachments: 4			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of September 2, 2014, is entered into by WHTM Acquisition LLC (the "Grantor") in favor of Media General Operations, Inc. (together with its permitted successors and assigns, the "Lender").

WHEREAS, the Grantor has executed and delivered that certain Security Agreement, dated on even date herewith, in favor of the Lender (as the same may be amended, restated, amended and restated or otherwise modified, the "Security Agreement"), pursuant to which the Grantor has granted to the Lender a security interest in all of the Grantor's right, title and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Lender hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, conveys, mortgages, pledges, grants, hypothecates, and transfers to the Lender a first priority security interest in and to all of the Grantor's right, title and interest in, to, under or in respect of each of the following, whether now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest (all of which being hereinafter collectively called the "Trademark Collateral"), as security for the full, prompt, complete and final payment when due (whether at stated maturity, by acceleration or otherwise) and prompt performance and observance of all the Secured Obligations of the Grantor:

(i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark, including those set forth in Exhibit A; and

(ii) all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

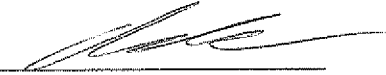
SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to conflicts of laws principles.

SECTION 6. Counterparts. This Agreement may be executed in any number of 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

LENDER:

Media General Operations, Inc.

By: 

Name: Andrew C. Carington

Title: Secretary

GRANTOR:

WHTM Acquisition LLC

By: REVAC, Inc.

Its: Managing Member

By: _____

Name: Jeffrey S. Towers

Title: Vice President

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

LENDER:

Media General Operations, Inc.

By: _____

Name: Andrew C. Carington

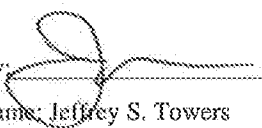
Title: Secretary

GRANTOR:

WHTM Acquisition LLC

By: REVAC, Inc.

Its: Managing Member

By:  _____

Name: Jeffrey S. Towers

Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A

TRADEMARKS

Mark	Registration Number	Registration Date
WHTM	3767261	March 30, 2010