

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ellis Communications KDOC, LLC		12/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
Ellis Communications Group, LLC		12/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
Ellis Communications KDOC Licensee, LLC		12/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DBD Credit Funding LLC		
Street Address:	10250 Constellation Blvd.		
Internal Address:	16th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2538275	KDOC-TV	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	026033-0229		
NAME OF SUBMITTER:	Scott Kareff (026033-0229)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	12/24/2014		

CH \$40.00 2538275

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 19, 2014, by Ellis Communications KDOC, LLC, a Delaware limited liability company, Ellis Communications Group, LLC, a Delaware limited liability company and Ellis Communications KDOC Licensee, LLC, a Delaware limited liability company (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of DBD Credit Funding LLC, in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, the Pledgors are party to a Security Agreement, dated as of December 19, 2014 (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 Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree 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. Each 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 such Pledgor:

- (a) Trademarks of such Pledgor 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 Pledgors hereby acknowledge and affirm 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and

deliver to the Pledgors 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. Delivery of an executed counterpart hereof by facsimile or other electronic method of transmission shall be as effective as delivery of a manually executed counterpart hereof.

[signature page follows]

In Witness Whereof, each 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.

ELLIS COMMUNICATIONS KDOC, LLC,
as Pledgor

By: U. Bertram Ellis, Jr.
Name: U. Bertram Ellis, Jr.
Title: Chief Executive Officer

ELLIS COMMUNICATIONS GROUP, LLC,
as Pledgor

By: U. Bertram Ellis, Jr.
Name: U. Bertram Ellis, Jr.
Title: President and Chief Executive Officer

ELLIS COMMUNICATIONS KDOC LICENSEE, LLC,
as Pledgor

By: U. Bertram Ellis, Jr.
Name: U. Bertram Ellis, Jr.
Title: Chief Executive Officer

Accepted and agreed:

DBD CREDIT FUNDING LLC,
as Collateral Agent

By: _____

Name:

Title: CONSTANTINE M. DAKOLIAS
PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Ellis Communications KDOC, LLC	2538275	KDOC-TV

Trademark Applications:

None