

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM329012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		12/19/2014	Bank: CANADA
RECEIVING PARTY DATA			
Name:	MEDIA GENERAL COMMUNICATIONS HOLDINGS, LLC		
Street Address:	333 E. Franklin Street		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23219		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2283053	WVTM	
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:	jason.greenberg@friedfrank.com		
Correspondent Name:	Jason 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:	14337-15 (GREENBERG)		
NAME OF SUBMITTER:	Jason L. Greenberg		
SIGNATURE:	/jlg/		
DATE SIGNED:	01/14/2015		
Total Attachments: 5			
source=Media General - WVTM TM Release (Executed)#page1.tif			
source=Media General - WVTM TM Release (Executed)#page2.tif			
source=Media General - WVTM TM Release (Executed)#page3.tif			
source=Media General - WVTM TM Release (Executed)#page4.tif			

CH \$40.00 2283053

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of December 19, 2014, granted by ROYAL BANK OF CANADA, in its capacity as collateral agent (the "Collateral Agent") pursuant to that certain Amended and Restated Subsidiary Security Agreement, dated as of November 12, 2013 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), in favor of MEDIA GENERAL COMMUNICATIONS HOLDINGS, LLC, a Delaware limited liability company (the "Grantor") and WVTM Hearst Television Inc., a Delaware corporation (the "Buyer"). Capitalized terms used herein have the meanings attributed thereto in the Security Agreement unless otherwise defined herein.

WHEREAS, the Grantor and Bank of America, N.A. (the "Original Collateral Agent") entered into that certain Trademark Security Agreement, dated as of December 19, 2008 (the "Trademark Security Agreement"), whereby Grantor granted to the Original Collateral Agent a continuing security interest in all of Grantor's right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark registration listed on Schedule A hereto (the "Released Trademark");

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office: (i) on January 5, 2009 at Reel 3912, Frame 0950; and (ii) on January 12, 2009 at Reel 3916, Frame 0704;

WHEREAS, (i) the Original Collateral Agent resigned as collateral agent under the Trademark Security Agreement, and (ii) the Original Collateral Agent and Wells Fargo Bank, N.A., entered into that certain Notice of Assignment of Trademark Security Agreement, dated as of June 19, 2012, which was recorded in the U.S. Patent and Trademark Office on June 25, 2012, at Reel 4807, Frame 0344, pursuant to which Wells Fargo Bank, N.A. recorded its interest in the Trademark Collateral as the successor collateral agent to the Original Collateral Agent under the Trademark Security Agreement;

WHEREAS, (i) Wells Fargo Bank, N.A. later resigned as collateral agent under the Trademark Security Agreement, and (ii) Wells Fargo, N.A., and the Collateral Agent entered into that certain Notice of Assignment of Trademark Security Agreement, dated November 12, 2013, which was recorded in the U.S. Patent and Trademark Office on November 12, 2013, at Reel 5152, Frame 0910, pursuant to which the Collateral Agent recorded its interest in the Trademark Collateral as the successor collateral agent to Wells Fargo, N.A., under the Trademark Security Agreement;

WHEREAS, MGOC, Inc., a Virginia corporation (formerly known as Media General, Inc.) ("Seller Holdco"), Birmingham Broadcasting Co., Inc., a Delaware corporation ("Seller Opco"), and the Grantor (together with Seller Holdco and Seller Opco, the "Seller Parties"), on the one hand, and WVTM Hearst Television Inc., a Delaware corporation (the "Buyer"), and Hearst Television Inc., a Delaware corporation, on the other hand, entered into

that certain Asset Purchase Agreement, dated as of August 20, 2014 (the "Asset Purchase Agreement"), whereby the Seller Parties agreed to sell the Purchased Assets (as defined in the Asset Purchase Agreement) related to, or used in the conduct, operation and/or ownership of the television broadcast station WVTM-TV, Birmingham, Alabama to the Buyer, and pursuant to which the Seller Parties agreed that the Purchased Assets would be sold to the Buyer free of all Encumbrances (as defined in the Asset Purchase Agreement) except for Permitted Encumbrances (as defined in the Asset Purchase Agreement); and

WHEREAS, in accordance with the applicable provisions of the Credit Agreement, the Grantor has requested and the Collateral Agent has agreed to release, discharge, relinquish, terminate and dissolve its security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Released Trademark.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Released Trademark pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby states and agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its security interest and/or any Encumbrance (as defined in the Asset Purchase Agreement) in the Released Trademark, and any right, title or interest of the Collateral Agent in such Released Trademark shall hereby cease and become void. For the avoidance of any doubt, the termination, release and discharge hereunder shall be limited only and solely to the Released Trademark, and shall not apply in any respect to any other Collateral. The Collateral Agent reserves and retains its security interest (and any other right, title or interest) in and to all such other Collateral.

2. Further Assurances. The Collateral Agent agrees to execute and deliver to Grantor and/or the Buyer any and all further documents and instruments, and do any and all further acts which Grantor (or its agents or designees) and/or the Buyer (or its agents or designees) reasonably requests (at Grantor's sole cost and expense) in order to confirm this Release.

3. Recordation of Release. The Collateral Agent hereby authorizes Grantor or Grantor's authorized representative and/or the Buyer or the Buyer's authorized representative to record this Release with the United States Patent and Trademark Office.

4. Electronic Execution. This Release may be executed by facsimile transmission or other electronic transmission.

5. Beneficiary. This Release is for the benefit of Grantor and the Buyer (and their respective successors and assigns), and the Buyer shall be entitled to all rights, remedies and claims of the Grantor under this Release.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

Royal Bank of Canada, as Collateral Agent

By: 
Name: Susan Khokher
Title: Manager, Agency

Agreed and Acknowledged:

Media General Communications Holdings, LLC

By: 

Name: James F. Woodward

Title: Vice President and Treasurer

[Signature Page to Intellectual Property Release]

TRADEMARK
REEL: 005441 FRAME: 0457

Schedule A

<u>Mark</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Registration Number</u>
WVTM	Jul. 06, 1998	Oct. 05, 1999	75513328	2283053