

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KITV, Inc.		09/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sankaty Advisors, LLC, as Collateral Agent		
Street Address:	200 Clarendon Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4632185	KITV	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	66478/102		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	09/14/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2015, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Sankaty Advisors, LLC ("Sankaty"), as Collateral Agent (as defined in the Purchase Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Securities Purchase Agreement, dated as of September 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among the Issuer, the Purchasers (each as defined therein) SJL Holdco I, LLC, SJL Holdco II, LLC, the Guarantors from time to time party thereto, and Sankaty, as Administrative Agent and Collateral Agent for the Purchasers, the Purchasers have agreed to purchase secured term notes from the Issuer upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Security Agreement of even date herewith in favor of the Collateral Agent (the "Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers, the Administrative Agent and the Collateral Agent to enter into the Purchase Agreement and to induce the Purchasers to purchase the secured term notes thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Holders, the Administrative Agent and the Collateral Agent, and grants to the Collateral Agent for the benefit of the Holders, the Administrative Agent and the Collateral Agent, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its trademarks and all intellectual property licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those trademark registrations and applications for registration referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

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

(d) 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 Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 intellectual property 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]


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KITV, INC., a Delaware corporation

By:

Name:

Title:



Wally P. Hogan

V.P.

ACCEPTED AND AGREED
as of the date first above written:

SANKATY ADVISORS, LLC,
as Collateral Agent

By: 
Name: _____
Title: Andrew S. Viens
Executive Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

KITV	Registration Number 4,632,185
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Trademark Applications