

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Young Broadcasting of Green Bay, Inc.		05/03/2005	CORPORATION: DELAWARE
Young Broadcasting of San Francisco, Inc.		05/03/2005	CORPORATION: DELAWARE
Young Broadcasting of Sioux Falls, Inc.		05/03/2005	CORPORATION: DELAWARE
Young Broadcasting of Richmond, Inc.		05/03/2005	CORPORATION: DELAWARE
Young Broadcasting of Nashville, Inc.		05/03/2005	CORPORATION: DELAWARE
Winnebago Television Corporation		05/03/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Collateral Agent
Street Address:	201 South College Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1395202	WBAY
Registration Number:	1716556	KELOLAND
Registration Number:	1718810	KELO
Serial Number:	78407020	KELOLAND.COM
Registration Number:	2295691	LIVE DOPPLER 2000
Registration Number:	1109688	4
Registration Number:	1109689	4

TRADEMARK

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Registration Number:	2270628	ALL CONSUMING
Registration Number:	2649722	BACK ROADS OF THE WEST
Registration Number:	2373616	BAY AREA 2000
Registration Number:	1705511	BAY AREA BACKROADS
Serial Number:	78615116	BAYTV
Registration Number:	2331166	CLEARLY BETTER TELEVISION
Registration Number:	1436725	KRON
Registration Number:	2587345	NEWSCENTER 4
Registration Number:	2603607	NEWSCENTER 4
Registration Number:	1973812	NEXTSTEP
Registration Number:	2275912	TAKE ISSUE
Registration Number:	2745323	WHO'S HIRING

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@t-t.com

Correspondent Name: Thomson & Thomson

Address Line 1: 1750 K Street, NW

Address Line 2: Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	06/08/2005

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of May 3, 2005, by YOUNG BROADCASTING OF GREEN BAY, INC., YOUNG BROADCASTING OF SAN FRANCISCO, INC., YOUNG BROADCASTING OF SIOUX FALLS, INC., YOUNG BROADCASTING OF NASHVILLE, INC., YOUNG BROADCASTING OF RICHMOND, INC. and WINNEBAGO TELEVISION CORPORATION (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (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 to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, 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 Secured Obligations and termination of the Security Agreement (or as otherwise provided in the Security Agreement and the Credit 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.

[signature page follows]

1 IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agree-
2 ment to be executed and delivered by its duly authorized offer as of the date first set forth above.

3 Very truly yours,

4 **YOUNG BROADCASTING OF GREEN BAY, INC.**
5 **YOUNG BROADCASTING OF SAN FRANCISCO,**
6 **INC.**
7 **YOUNG BROADCASTING OF SIOUX FALLS, INC.**
8 **YOUNG BROADCASTING OF NASHVILLE, INC.**
9 **YOUNG BROADCASTING OF RICHMOND, INC.**
10 **WINNEBAGO TELEVISION CORPORATION**

11
12
13 By: _____

Name: James A. Morgan

Title: Executive Vice President

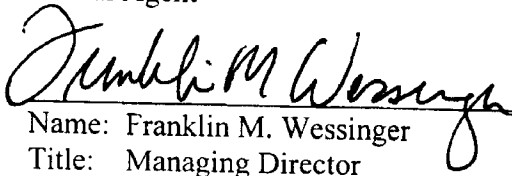
and Chief Financial Officer

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Trademark Security Agreement

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Franklin M. Wessinger
Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 003099 FRAME: 0011

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Entity</u>	<u>Mark</u>	<u>Registration/License</u>
Young Broadcasting of Green Bay, Inc.	WBAY	US Reg. No. 1395202
Young Broadcasting of Sioux Falls, Inc.	KELOLAND (1)	US Reg. No. 1716556
Young Broadcasting of Sioux Falls, Inc.	KELO (1)	US Reg. No. 1718810
Young Broadcasting of Sioux Falls, Inc.	KELOLAND.COM	US App. Serial No. 78407020
Young Broadcasting of Sioux Falls, Inc.	LIVE DOPPLER 2000	US Reg. No. 2,295,691
Young Broadcasting of San Francisco, Inc.	4 (and design)(gray 4)	US Reg. No. 1109688
Young Broadcasting of San Francisco, Inc.	4 (and design)(white 4)	US Reg. No. 1109689
Young Broadcasting of San Francisco, Inc.	All Consuming	US Reg. No. 2270628
Young Broadcasting of San Francisco, Inc.	Back Roads of the West	US Reg. No. 2649722
Young Broadcasting of San Francisco, Inc.	Bay Area 2000	US Reg. No. 2373616
Young Broadcasting of San Francisco, Inc.	Bay Area Backroads	US Reg. No. 1705511
Young Broadcasting of San Francisco, Inc.	BAYTV	US Reg. pending; Application Serial No. 78/615,116
Young Broadcasting of San Francisco, Inc.	Clearly Better Television	US Reg. No. 2331166
Young Broadcasting of San Francisco, Inc.	KRON	US Reg. No. 1436725
Young Broadcasting of San Francisco, Inc.	Newscenter 4	US Reg. No. 2587345
Young Broadcasting of San Francisco, Inc.	Nextstep	US Reg. No. 2603607
Young Broadcasting of San Francisco, Inc.	Take Issue	US Reg. No. 1973812
Young Broadcasting of San Francisco, Inc.	Who's Hiring	US Reg. No. 2275912
Young Broadcasting of San Francisco, Inc.		US Reg. No. 2745323

(1) Third party license granted to Midco Broadcasting to use with radio stations.

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