

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paxton Media Group LLC		03/24/2004	limited liability company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association, as Collateral Agent		
Street Address:	201 South College Street		
Internal Address:	CP-8		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1374234	WPSD-TV	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8339		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	919 286-8049		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
NAME OF SUBMITTER:	John E. Slaughter		
Signature:	/John E. Slaughter/		
Date:	08/08/2005		

TRADEMARK

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OP \$40.00 1374234

Total Attachments: 4

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

[United States Patent and Trademark Office]

Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of March 24, 2004 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Debtors party thereto (each an "Obligor" and collectively, the "Obligors") and Wachovia Bank, National Association, as Collateral Agent (the "Agent") for the secured parties referenced therein (the "Secured Parties"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Collateral Agent for the benefit of the Secured Parties:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
See Schedule A		

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
See Schedule A		

The Obligors and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PAXTON MEDIA GROUP LLC

By: Richard E. Paxton
Name: RICHARD E. PAXTON
Title: Chief Financial Officer

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

The Obligors and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PAXTON MEDIA GROUP LLC

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Jeffrey M. Gracie

Name: Jeffrey M. Gracie

Title: Director

Paxton Media Group LLC
(Kentucky Limited Liability Company)

U.S. Trademark

Registered Mark

Description	Registration No.	Reg. Date
WPSD-TV	1374234	12/3/85