

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mission Broadcasting, Inc.		02/07/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	101 Barclay Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10826		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2475037	PINPOINT FUTURECAST	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35966-62		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		

CH \$40.00 2475037

Date:

02/14/2013

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

WHEREAS, MISSION BROADCASTING, INC., a Delaware corporation with principal offices at 30400 Detroit Road, Suite 304, Westlake, Ohio 44145-1855 (the "Grantor") and The Bank of New York Mellon, having an office at 101 Barclay Street, 8W, New York, New York 10286 (the "Grantee") entered into that certain Indenture, dated as of April 19, 2010 (the "Indenture"); and

WHEREAS, pursuant to the Indenture, Grantor has agreed to grant to Grantee, for the benefit of Holders, security interests and mortgages in assets to the extent that the same has been delivered under the First Lien Documents; and

WHEREAS, pursuant to the Fourth Restated Security Agreement, by and among Grantor and Bank of America, N.A., and the other parties thereto (the "Security Agreement"), Grantor granted Bank of America, N.A. a security interest in certain intellectual property.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Grantor hereby assigns and grants to Grantee, as Trustee and Collateral Agent, a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Grantor's right, title and interest in and to the United States patents set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same. Notwithstanding the foregoing, no security interest is granted or assigned in any trademark application filed on an intent-to-use basis until such time, if any, as a Statement of Use or Amendment to Allege Use has been filed and accepted in the United States Patent and Trademark Office. Capitalized terms not defined herein shall have the meanings ascribed to them in the Indenture.

THIS GRANT OF SECURITY INTEREST is made to secure the satisfactory performance of certain further assurances outlined in the Indenture. Upon the termination of the lien in favor of the Grantee with respect to the Marks set forth on Schedule A hereto, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant of Security Interest. Upon the occurrence of the lien in favor of the Grantee with respect to the Patents set forth on Schedule B hereto, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant of Security Interest.

This Grant of Security Interest has been executed and delivered in conjunction with the security interest granted to Bank of America, N.A. under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security

Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 7th day of February, 2013.

MISSION BROADCASTING, INC., as Grantor

By: Dennis P. Thatcher
Print Name: Dennis P. Thatcher
Print Title: President

THE BANK OF NEW YORK MELLON, as Collateral Agent, as Trustee, as Grantee

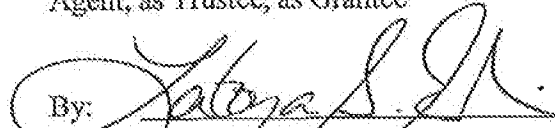
By: _____
Print Name: _____
Print Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 7th day of February, 2013.

MISSION BROADCASTING, INC., as Grantor

By: _____
Print Name: _____
Print Title: _____

THE BANK OF NEW YORK MELLON, as Collateral Agent, as Trustee, as Grantee

By:  _____
Print Name: LATOYA S. ELVIN
Print Title: VICE PRESIDENT

SCHEDULE A
TO
GRANT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS AND PATENTS

Trademark	Country	Status	Reg. No./ Reg. Date	Owner
PINPOINT FUTURECAST	U.S. Federal	Registered	2475037 07-AUG-2001	MISSION BROADCASTING, INC.

SCHEDULE B
TO
GRANT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS AND PATENTS

None.

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