MRD 8.31.00

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORD TF

09-18-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Young Broadcasting of Los Angeles, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Bankers Trust Company, as Agent

Internal Address:

Street Address: 130 Liberty Street

City: New York State: NY ZIP: 10027

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other Company (Bank)

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: June 26, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/370,240

B. Trademark Registration No.(s)

1,658,527
1,625,434
37,155

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristien Kelly

Internal Address:

Street Address: Davis Polk & Wardwell
450 Lexington Ave.

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) $ 115.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

09/18/2000 IJALLAH2 00000135 75370240
01 FC:481 40.00 OP
02 FC:482 75.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristien Kelly — Name of Person Signing

Kristien Kelly — Signature

July 6, 2000 — Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Young Broadcasting of Los Angeles, Inc., a Delaware corporation (herein referred to as "Guarantor"), owns the Trademarks and Trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, Young Broadcasting Inc. (the "Borrower"), the Lenders named therein, Bankers Trust Company, as Administrative Agent and Issuing Bank, and First Union National Bank and CIBC World Markets Corp., as Syndication Agents, are parties to a Second Amended and Restated Credit Agreement dated as of the date hereof (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"); and

WHEREAS, the Borrower, the Lenders named therein, Bankers Trust Company, as Administrative Agent, and First Union National Bank and CIBC World Markets Corp., as Syndication Agents, are also parties to a Credit Agreement dated as of the date hereof (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "New Credit Agreement" and together with the Existing Credit Agreement, the "Credit Agreements"); and

WHEREAS, the Borrower may hereafter become obligated to one or more Lenders or Affiliates of Lenders under one or more Interest Rate Protection Agreements (as defined in each of the Credit Agreements); and

WHEREAS, the Guarantor is a direct, wholly-owned subsidiary of the Borrower; and

WHEREAS, as of the date hereof, the Guarantor has become a party to the Second Amended and Restated Guaranty Agreement (the "Guaranty Agreement") to guarantee the Borrower's obligations under each of the Credit Agreements, Interest Rate Protection Agreements (as defined in each of the Credit Agreements) and certain related agreements; and

WHEREAS, pursuant to the terms of the Amended and Restated Guarantor Security Agreement dated as of June 26, 2000 (as said Agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Guarantor and Bankers Trust Company, as Collateral Agent, the Guarantor has granted to the Collateral Agent for the ratable benefit of the Secured Parties defined therein, a security interest in substantially all the assets of the Guarantor including all right, title and interest of Guarantor in, to and under all of the Guarantor's Trademarks (as defined in the Security Agreement), Trademark registrations, together with any reissues, extensions or renewals thereof, Trademark applications and Trademark Licenses (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all

products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing by the Guarantor under the Guaranty Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor does hereby grant to Collateral Agent a continuing security interest in all of the Guarantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark registration, and/or Trademark application referred to in Schedule 1 annexed hereto;

(ii) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed; and

(iii) all products and proceeds of the foregoing, including any claim by the Guarantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License

This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Guarantor does hereby further acknowledge and affirm 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.

TRADEMARK
REEL: 002137 FRAME: 0268

IN WITNESS WHEREOF, the Guarantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 26 day of June 2000

YOUNG BROADCASTING OF
LOS ANGELES, INC.

By: _____
Name:
Title: James A. Morgan
Exec. VP / CFO

Acknowledged:

BANKERS TRUST COMPANY,
as Collateral Agent

By: _____
Name:
Title:

(NY) 2 [illegible] COLLATERAL-DOCUMENTS [illegible] .wpd

TRADEMARK
REEL: 002137 FRAME: 0269

IN WITNESS WHEREOF, the Guarantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 26 day of June, 2000

YOUNG BROADCASTING OF
LOS ANGELES, INC.

By: _____
Name:
Title:

Acknowledged:

BANKERS TRUST COMPANY,
as Collateral Agent

By: _____
Name:
Title:

Gregory P. Shefrin
Director

(NY) [illegible] COLLATERAL-DOCUMENTS [illegible]

TRADEMARK
REEL: 002137 FRAME: 0270

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the 26 day of June, 2002 before me personally came James A Morgan, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Executive VP & CFO of YOUNG BROADCASTING OF LOS ANGELES, INC., who being by me duly sworn, did depose and say that he resides at _____, _____; that [s]he is Executive VP & CFO of YOUNG BROADCASTING OF LOS ANGELES, INC., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that [s]he signed her/his name thereto by like order; and that [s]he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

Notary Public, State of New York

[Seal]

My commission expires:

CAROLINE MORTIMER
NOTARY PUBLIC, State of New York
No. 01MO6015244
Qualified in New York County
Commission Expires Oct. 26, 2002

(NY) [illegible]

SCHEDULE 1
TO TRADEMARK
SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Entity	Mark	Registration Number/Date
YB Los Angeles	"CALIFORNIA 9"	U.S. Reg. No. 1,658,527, dated 9/24/91
	"KCAL"	U.S. Reg. No. 1,625,434, dated 11/27/90
	"CAL 9 KIDS CREW"	U.S. Reg. No. 37,155, dated 7/18/90
	"Halloween Scream"	U.S. Service Mark App. No. 75/370,240, filed 10/8/97, as amended

* All registrations 10 yrs.

(NY) 270[illegible]/COLLATERAL-DOCUMENTS/[illegible]