

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/06)

04-11-2006

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



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To the Director of the U. S. Patent a.

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documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of New York

- Individual(s)
- General Partnership
- Corporation- State:
- Other collateral agent - Bank
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Paxson Communications Corp  
~~Internet Paxson Productions Inc.~~  
~~Address: Paxson Communications Television Inc.~~

Street Address: 601 Clearwater Park

City: West Palm Beach

State: Florida

Country: USA Zip: 33041

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) Dec. 30, 2005

- Assignment
- Security Agreement
- Other Release of Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

See attached Schedule I

B. Trademark Registration No. (s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Thomas Brooke

Internal Address: Holland & Knight LLP  
Suite 100

Street Address: 2099 Pa. Ave NW

City: Washington

State: D.C. Zip: 20006

Phone Number: 202 663 7269

Fax Number: 202 955 5564

Email Address: thomas.brooke@hklew.com

6. Total number of applications and registrations involved:

38

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 965

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 8509  
Expiration Date 05/06

b. Deposit Account Number

Authorized User Name

9. Signature:

Carolyn Felter  
Signature  
Carolyn Felter  
Name of Person Signing

Jan 3 2006  
Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

4.5.06

**SCHEDULE 1**

76/049827  
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75/540226  
75/541039  
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75/541041  
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76/975399  
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76/370460  
76/370252  
75/923294  
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75/592231  
75/534605  
75/666898

**RELEASE OF TRADEMARK SECURITY AGREEMENT**

**THIS RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Release") is made as of December 30, 2005 (the "Effective Date") by the Bank of New York, as collateral agent (in such capacity, the "Collateral Agent"), under that certain Trademark Security Agreement among Paxson Communications Corporation, Paxson Productions, Inc., and Paxson Communications Television, Inc., as grantors (collectively, the "Grantors") and the Collateral Agent dated January 12, 2004, as amended, (the "Security Agreement").

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement, the Grantors pledged, assigned and granted to the Collateral Agent a continuing security interest in all of its right, title and interest in and to the Collateral (as defined in the Security Agreement), including without limitation the trademark registrations and/or trademark applications set forth on Schedule I hereto (collectively, with the goodwill associated therewith the "Trademarks");

**WHEREAS**, the Security Agreement relating to the Trademarks was recorded with the Trademarks Division of the U.S. Patent & Trademark Office at Reel/Frame No. 2898/0774 on January 14, 2004, as set forth in Schedule I hereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks, without warranty or recourse.

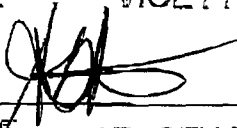
If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to the Grantors.

The Collateral Agent shall, at Grantors' expense, take all further actions, and provide to the Grantors and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to fully and effectively effectuate the purposes of this Release.

**IN WITNESS WHEREOF**, The Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF NEW YORK, as Collateral Agent,

By:   
Name: VAN K. BROWN  
Title: VICE PRESIDENT

By:   
Name: STACEY B. POINDEXTER  
Title: ASSISTANT VICE PRESIDENT

Trademark Release