# 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
Raycom Media, Inc.		07/19/2007	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street
Internal Address:	8th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark	
Serial Number:	78860067	UMBRELLA OF PROTECTION	
Serial Number:	77274456	EVENT ZONE	
Serial Number:	77005240	WHEEL OF JUSTICE	
Serial Number:	78944371	FIRST ALERT WEATHER	
Registration Number:	2695472	SPORTS AND STUFF	
Registration Number:	2959271	DOTCOMWORKS!	
Registration Number:	2295842	RAYCOM MEDIA	
Registration Number:	2931129	NEWS BUDDY	
Registration Number:	2739641	SPOT BOX	
Registration Number:	3024230	MINDS IN MEDIA	
Registration Number:	3000258	TWO MINUTE TEST DRIVE	
Registration Number:	2665610	COVERAGE YOU CAN CLICK ON	
Registration Number:	2648071	WMC-TV	
		TDADEMARK	

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Serial Number:	78897247	LIVE VIPIR 5
Serial Number:	78907134	THE MID-SOUTH NEWS LEADER
Registration Number:	2994076	HONEST.FAIR.EVERYWHERE.
Registration Number:	3089136	WE SEE WHAT OTHERS CAN'T
Registration Number:	2506412	THUNDER ON THE HOOCH
Registration Number:	2701735	NEW ON 11@11
Registration Number:	2699326	11@11
Registration Number:	2941126	NEWS 6 INVESTIGATES
Registration Number:	2853168	WHERE YOUR WEEKEND IS ALWAYS IN VIEW!

#### **CORRESPONDENCE DATA**

Fax Number: (704)353-3698

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

Phone: 704 331 5792

Email: dmillard@kennedycovington.com

Correspondent Name: Karl S. Sawyer, Jr.

Address Line 1: 214 N Tryon St., Hearst Tower 47th Floor
Address Line 2: Kennedy Covington Lobdell & Hickman, LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13568.155 RAYCOM	
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.	
Signature:	/Karl S. Sawyer, Jr./	
Date:	09/20/2007	

#### Total Attachments: 6

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> TRADEMARK REEL: 003625 FRAME: 0124

#### TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 19, 2007 by and between RAYCOM MEDIA, INC., a Delaware corporation (the "Grantor"), having its chief executive office at RSA Tower 20<sup>th</sup> Floor, 2001 Monroe Street, Montgomery, Alabama 36104, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 28, 2006 (as amended by the First Amendment to Credit Agreement, dated as of June 25, 2007, and as further amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Raycom TV Broadcasting, LLC (the "Company") and certain of its subsidiaries as Borrowers, certain subsidiaries of the Company as Guarantors, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of February 28, 2006 by and among the Company, certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, 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 of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on <u>Schedule B</u>;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on <u>Schedule A</u> or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on <u>Schedule B</u>, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
  - (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral

4852-9890-9441.02

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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4852-9890-9441.02

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

RAYCOM MEDIA, INC., as Grantor

By: Faul H. McTear,
Name: Paul H. McYear, Jr.
Title: President

#### ACKNOWLEDGMENT

STATE OF Alabama	
COUNTY OF mondagran	ኝ

I, Devery Jacob Colly, a Notary Public for said County and State, do hereby certify that Road H. Matoar, Jr. personally appeared before me this day and stated that (s)he is Prosident of Matoar Media Joc. and acknowledged, on behalf of Matoar Media Joc. the due execution of the foregoing instrument.

Witness my hand and official seal, this \( \frac{1}{9} \) day of \( \frac{1}{2007} \).

Parony Jose Eddy Notary Public

My commission expires:

11.30.2008

[Signature Pages Continue]

[Trademark Security Agreement - Raycom Media, Inc.]

TRADEMARK
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Agreed and Accepted as of the 18 day of July, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent

Rv.

Name: John Brady

Title: Director

[Trademark Security Agreement - Raycom Media, Inc.]

# Schedule A to Trademark Security Agreement

## **TRADEMARKS**

	Reg. or	Reg. or	Affidavit	Renewal
Trademarks	Serial No.	Filing Date	of use	Due
Umbrella of Protection	78/860067			2/6/2017
THE EVENT ZONE	77/274456			
Wheel of Justice	77/005240			
First Alert Weather	78/944371	pending		
Sports and Stuff	2,695,472	_		3/11/2013
Dotcomworks Design	2,959,271			6/7/2015
Raycom Media	2,295,842			11/30/2009
News Buddy	2,931,129			3/8/2015
Spot Box	2,739,641			7/22/2013
Minds in Media	3,024,230			12/6/2015
TWO MINUTE TEST DRIVE .	3,000,258			9/27/2015
Coverage You Can Click On	2,665,610			12/24/2012
WMC-TV	2,648,071			11/12/2012
Live Vipir 5	78/897247	pending		
The Mid-South News Leader	78/907134	pending		
Honest, Fair, Everywhere	2,994,076			9/13/2011
We See What Others Can't	3,089,136			5/9/2016
Thunder On The Hooch	2,506,412			11/13/2011
New on 11@11	2,701,735			4/1/2013
11@11	2,699,326			3/25/2013
News 6 Investigates	2,941,126			4/19/2015
Where Your Weekend is Always in View!	2,853,168			6/15/2014

[Trademark Security Agreement – Raycom Media, Inc.]

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## Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

[Trademark Security Agreement - Raycom Media, Inc.]

TRADEMARK
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**RECORDED: 09/20/2007**