

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gray Television Group, Inc.		08/20/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	U.S. Bank National Association, as Collateral Agent
<b>Street Address:</b>	Corporate Trust Services, Two Midtown Plaza, 1349 W. Peachtree Street
<b>Internal Address:</b>	Suite 1050
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30309
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1662783	16 WNDUTV SOUTH BEND
Registration Number:	1667014	NEWSCENTER 16
Registration Number:	2597960	10 11
Registration Number:	3426455	WNDU
Registration Number:	3426533	WILX
Registration Number:	2116317	10/11 AGAINST THE VIOLENCE
Registration Number:	2245702	OUR TOWN
Registration Number:	3381155	WCTV-TV

**CORRESPONDENCE DATA**

Fax Number: (404)581-8330  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-581-8275  
 Email: srbrown@jonesday.com  
 Correspondent Name: Sidney R. Brown

**OP \$215.00 1662783**

**900171648**

**TRADEMARK  
 REEL: 004278 FRAME: 0808**

Address Line 1: 1420 Peachtree Street, N.E.  
Address Line 2: Suite 800  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	098242-600004
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	09/15/2010

**Total Attachments: 5**

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## Second Lien Trademark Security Agreement

**Second Lien Trademark Security Agreement**, dated as of August 20, 2010 (the "**Trademark Security Agreement**"), by GRAY TELEVISION GROUP, INC. (the "**Grantor**"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the SECURITY AGREEMENT (as defined below) (in such capacity, the "**Collateral Agent**").

### WITNESSETH:

WHEREAS, the Grantor is party to a Second Lien Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein and in the above recitals have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Second Lien Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. Section 12.11 of the Indenture is incorporated herein, *mutatis mutandis*, as if a part hereof.

SECTION 7. Second Priority Nature of Liens. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement shall be a second priority lien on and security interest in Collateral and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRAY TELEVISION GROUP, INC

By: 

Name: James C. Ryan

Title: Senior Vice President, Assistant Secretary,  
and Treasurer

[Second Lien Trademark Security Agreement]

TRADEMARK

REEL: 004278 FRAME: 0812

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By: *Jack Ellerin*  
Jack Ellerin  
Vice President

[Second Lien Trademark Security Agreement]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Registration or Serial Number</u>
16 WNDUTV SOUTH BEND	1662783
NEWSCENTER 16	1667014
10 11 (and design)	2597960
WNDU	3426455
WILX	3426533
10/11 AGAINST THE VIOLENCE	2116317
OUR TOWN	2245702
WCTV-TV	3381155