

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
Nexstar Broadcasting Group, 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: 4

Property Type	Number	Word Mark
Registration Number:	3270905	NEXSTAR
Registration Number:	3270904	NEXSTAR
Registration Number:	4218391	READY. SET. HOME
Registration Number:	4061071	READY. SET. HOME

CORRESPONDENCE DATA

Fax Number: 2124466460
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:	23394-1
-------------------------	---------

CH \$115.00 3270905

NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	02/14/2013
Total Attachments: 6 source=Nexstar Trademark and Patent Security Agreement _Nexstar_- BNYM- Execution Copy_ #page1.tif source=Nexstar Trademark and Patent Security Agreement _Nexstar_- BNYM- Execution Copy_ #page2.tif source=Nexstar Trademark and Patent Security Agreement _Nexstar_- BNYM- Execution Copy_ #page3.tif source=Nexstar Trademark and Patent Security Agreement _Nexstar_- BNYM- Execution Copy_ #page4.tif source=Nexstar Trademark and Patent Security Agreement _Nexstar_- BNYM- Execution Copy_ #page5.tif source=Nexstar Trademark and Patent Security Agreement _Nexstar_- BNYM- Execution Copy_ #page6.tif	

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

WHEREAS, NEXSTAR BROADCASTING GROUP, INC., a Delaware corporation with principal offices at 5215 N.O'Connor Blvd., Suite 1400, Irving, Texas 75039 (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.

NEXSTAR BROADCASTING GROUP, INC., as
Grantor

By: 
Print Name: Elizabeth Ryden
Print Title: Vice President & General Counsel

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.

NEXSTAR BROADCASTING GROUP, 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

Mark	Country	Status	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
NEXSTAR (DESIGN)	U.S. Federal	Registered	77004691 9/21/2006	3270905 7/31/2007	Nexstar Broadcasting Group, Inc.
NEXSTAR	U.S. Federal	Registered	77004677 9/21/2006	3270904 7/31/2007	Nexstar Broadcasting Group, Inc.
READY SET HOME	U.S. Federal	Registered	85100929 8/5/2010	4218391 10/2/2012	Nexstar Broadcasting Group, Inc.
READY SET HOME (DESIGN)	U.S. Federal	Registered	85101269 8/5/2010	4061071 11/22/2011	Nexstar Broadcasting Group, Inc.

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

None.