

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YOUNG BROADCASTING OF SIOUX FALLS, INC.		11/12/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT		
Street Address:	4th Floor, 20 King Street West		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1718810	KELO	
Registration Number:	1716556	KELOLAND	
Registration Number:	2963396	KELOLAND.COM	
Registration Number:	3738734	KELOLAND LIVE DOPPLER HD	
Registration Number:	3456320	U SHARE	
Registration Number:	3456322	USHARE	
Registration Number:	3487813	USHARE	
Registration Number:	3753535	U SHARE	
Serial Number:	86078324	USHARE	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2123186824		

OP \$240.00 1718810

Email: tfahey@nationalcorp.com
Correspondent Name: Christine Dionne c/o Paul Hastings, LLC
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: F147186

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Christine Dionne

Signature: /Christine Dionne/

Date: 11/12/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of November 12, 2013, by and between YOUNG BROADCASTING OF SIOUX FALLS, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 441 Murfreesboro Road, Nashville, Tennessee 37210 and ROYAL BANK OF CANADA, as Collateral Agent (the "Collateral Agent"), with offices at 4th Floor, 20 King Street West, Toronto, Ontario M5H 1C4, for the ratable benefit of (i) the banks and other financial institutions from time to time party to that certain Credit Agreement, dated as of July 31, 2013 (as may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Media General, Inc. (the "Borrower"), the lenders from time to time thereto (the "Lenders"), and Royal Bank of Canada, as administrative agent, collateral agent, swing line lender and letter of credit issuer and (ii) Royal Bank of Canada as beneficiary of the Shield Guaranty (as defined in the Credit Agreement).

This Agreement is executed pursuant to the terms of that certain First Restated Subsidiary Security Agreement dated as of February 12, 2010 (such agreement, as amended by Amendment No. 1 to First Restated Subsidiary Security Agreement, dated as of November 12, 2013, and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Subsidiary Security Agreement") among certain subsidiaries of Media General, Inc., and each other Person who from time to time thereafter became a party thereto pursuant to Section 6.15 thereof, in favor of the Collateral Agent, for its benefit and the benefit of each Senior Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Subsidiary Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral 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 Schedule B;

(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 Schedule A or under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

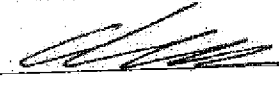
(iv) all products and proceeds of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to those set forth in the Subsidiary Security 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 Subsidiary Security Agreement, the provisions of the Subsidiary Security Agreement shall govern.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

**YOUNG BROADCASTING OF SIOUX
FALLS, INC.,**
as Grantor

By: 

Name: Andrew C. Carington

Title: Authorized Signatory

ACKNOWLEDGMENT

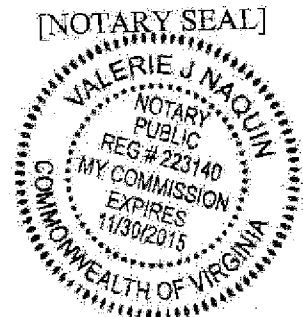
COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND

I, Valerie J. Naquin a Notary Public for said County and State, do hereby certify that Andrew C. Carington personally appeared before me this day and stated that he is an Authorized Signatory of YOUNG BROADCASTING OF SIOUX FALLS, INC, and acknowledged, on behalf of YOUNG BROADCASTING OF SIOUX FALLS, INC., the due execution of the foregoing instrument.

Witness my hand and official seal, this 6th day of November, 2013.

My commission expires: _____

Valerie J. Naquin
Notary Public



ROYAL BANK OF CANADA,
as Collateral Agent

By: 

Name: Rodica Dufka

Title: Manager, Agency

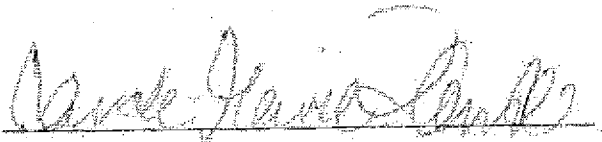
ACKNOWLEDGMENT

PROVINCE OF ONTARIO)
) ss.
CITY OF TORONTO)

I, Carole-Marie Plante, a Notary Public for said Province, do hereby certify that Rodica Dufka personally appeared before me this day and stated that she is Manager, Agency Services Group of ROYAL BANK OF CANADA and acknowledged, on behalf of ROYAL BANK OF CANADA, the due execution of the foregoing instrument.

Witness my hand and official seal, this 8th day of November, 2013.

My commission does not expire.



Notary Public in and for the Province of Ontario

Schedule A to Trademark Security Agreement

Trademark	Registration or Serial No.	Registration or Filing Date
KELO	1718810	09/22/92
KELOLAND (formerly KELO-LAND)	1716556	09/15/92
KELOLAND.COM	2963396	06/21/05
KELOLAND LIVE DOPPLER HD	3738734	01/19/10
USHARE (graphic)	3456320	07/01/08
USHARE (standard)	3456322	07/01/08
USHARE	3487813	08/19/08
USHARE (webcasting)	3753535	03/02/10
USHARE (graphic)	Pending	09/30/13 (filed)

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

[None.]