

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Wachovia Bank, National Association	12/16/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Wilmington Trust FSB
Street Address:	Rodney Square North, 1100 North Market Street
Internal Address:	c/o Wilmington Trust Company
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	6987734
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(310)552-7031
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	310-551-8755
Email:	arobertsonbora@gibsondunn.com
Correspondent Name:	Mandy Robertson-Bora
Address Line 1:	2029 Century Park East, 40th Floor
Address Line 2:	Gibson, Dunn & Crutcher LLP
Address Line 4:	Los Angeles, CALIFORNIA 90067-3026
ATTORNEY DOCKET NUMBER:	98520-00007
NAME OF SUBMITTER:	Mandy Robertson-Bora
Total Attachments: 12 source=98520_Executed Patent Assignment Agreement#page1.tif source=98520_Executed Patent Assignment Agreement#page2.tif	

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**PATENT**  
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**COLLATERAL ASSUMPTION AGREEMENT**

THIS COLLATERAL ASSUMPTION AGREEMENT (this "Collateral Assumption Agreement"), dated as of December 16, 2009, is entered into by NEWPORT TELEVISION LLC, a Delaware limited liability company, NEWPORT TELEVISION HOLDINGS LLC, a Delaware limited liability company, NEWPORT TELEVISION LICENSE LLC, a Delaware limited liability company, NTV HOLDINGS FINANCE CORP., a Delaware corporation, NTV FINANCE CORP., a Delaware corporation (each a "Grantor" and together, the "Grantors"), Wachovia Bank, National Association (the "Prior Agent") and Wilmington Trust FSB (the "Successor Secured Party").

**RECITALS**

WHEREAS, the Grantors and the Prior Agent are party to that certain Credit Agreement dated as of March 14, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein have the respective meanings ascribed thereto in the Credit Agreement), by and among, *inter alia*, the Grantors, the Prior Agent and the banks, financial institutions and other institutional lenders party from time to time thereto, and that certain Patent Security Agreement dated as of March 14, 2008 (the "Security Agreement") by and among the Grantors and the Prior Agent, such agreement having been recorded at the United States Patent and Trademark Office and a copy of which is attached hereto as Exhibit A;

WHEREAS, pursuant to the Security Agreement, each Grantor granted to Prior Agent a security interest in and to all of its right, title and interest in, to and under, *inter alia*, all of the Patents listed on Schedule I and II attached hereto (the "Patent Collateral"), and proceeds of any and all of the foregoing; and

WHEREAS, under the Successor Agent Agreement dated as of the date hereof among, *inter alia*, Prior Agent, Grantors, and Successor Secured Party (the "Successor Agent Agreement"), Successor Secured Party has assumed all of Prior Agent's rights and obligations under the Credit Agreement and the Security Agreement;

WHEREAS, under the Assignment Agreement dated as of the date hererof among Prior Agent, Grantors, and Successor Secured Party (the "Assignment Agreement"), Prior Agent has assigned to Successor Secured Party all of its rights and obligations under the Credit Agreement and the Security Agreement and all security interests in the Patent Collateral granted under the Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, each Grantor hereby certifies and confirms as follows:

Pursuant to the Successor Agent Agreement and the Assignment Agreement, (i) Prior Agent has assigned to and Successor Secured Party has assumed from Prior Agent Prior Agent's security interest in the Patent Collateral and all of Prior Agent's rights, powers, discretion, privileges, duties and obligations as the Collateral Agent under the Credit Agreement and the

Security Agreement in respect of the Patent Collateral, and (ii) Prior Agent has authorized Successor Secured Party to take actions that may be necessary to evidence or effect (a) the assignment and assumption described above and (b) any security interest granted in connection with the Credit Agreement or any other Loan Document.

This Collateral Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles.

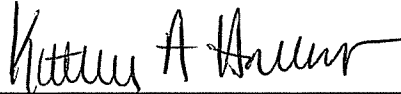
Delivery of an executed signature page of this Collateral Assumption Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Prior Agent has caused this Collateral Assumption Agreement to be duly executed and delivered as of the date first written above by its duly authorized officer.

**WACHOVIA BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_



Name:

Title:

**Katherine A. Harkness  
Managing Director**

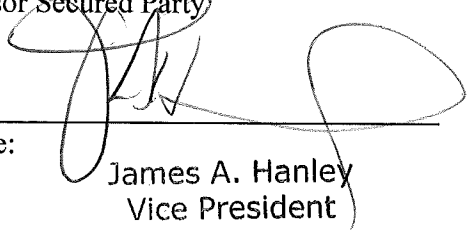
IN WITNESS WHEREOF, the Successor Secured Party has caused this Collateral Assumption Agreement to be duly executed and delivered as of the date first written above by its duly authorized officer.

**WILMINGTON TRUST FSB,**  
as Successor Secured Party

By: \_\_\_\_\_

Name:

Title:

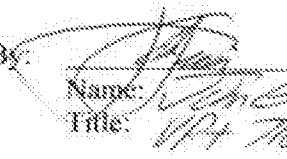
  
James A. Hanley  
Vice President

IN WITNESS WHEREOF, each Grantor has caused this Collateral Assumption Agreement to be duly executed and delivered as of the date first written above by its duly authorized officer.

**NEWPORT TELEVISION LLC**

By:   
Name: John G. Goss  
Title: VP + Treasurer

**NEWPORT TELEVISION HOLDINGS  
LLC**

By:   
Name: John Goss  
Title: VP + Treasurer

**NEWPORT TELEVISION LICENSE  
LLC**

By:   
Name: John Goss  
Title: VP + Treasurer

NTV HOLDINGS FINANCE CORP.

By:

Name:

Title:

NTV FINANCE CORP.

By:

Name:

Title:



**EXHIBIT A**

## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March 14, 2008 (this "Agreement"), among NEWPORT TELEVISION LLC ("Newport"), NEWPORT TELEVISION HOLDINGS LLC ("Holdings"), NEWPORT TELEVISION LICENSE LLC ("License Sub" and, each of Newport, Holdings and License Sub a "Grantor") and WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of March 14, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Newport, Holdings, the subsidiaries of Newport party thereto, the other Persons from time to time party thereto, and the Collateral Agent. The Lenders have extended credit to Newport subject to the terms and conditions set forth in the Credit Agreement dated as of March 14, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(c) and Section 3.02(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a lien on and security interest in, all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

A. all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I and II (the "Patents");

B. all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and all inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

C. the right to sue third parties for past, present and future infringements of any Patent; and

D. all proceeds of and any right associated with the foregoing.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. *Counterparts.* This 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 Agreement by signing and delivering one or more counterparts.

SECTION 5. *Governing Law.* This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

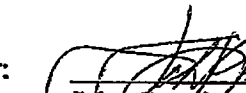
NEWPORT TELEVISION LLC

By:   
Name: John Grossi  
Title: Treasurer


NEWPORT TELEVISION HOLDINGS LLC

By:   
Name: John Grossi  
Title: Treasurer

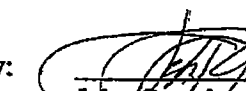
NEWPORT TELEVISION LICENSE LLC

By:   
Name: John Grossi  
Title: Treasurer

NTV HOLDINGS FINANCE CORP.

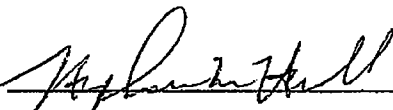
By:   
Name: John Grossi  
Title: Treasurer

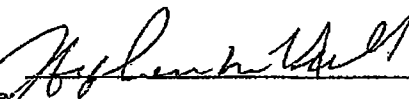
NTV FINANCE CORP.

By:   
Name: John Grossi  
Title: Treasurer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: Stephen M. Neill  
Managing Director

By:   
Name: \_\_\_\_\_  
Title: Stephen M. Neill  
Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

*Schedule I*

Patents

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>
NEWPORT TELEVISION LLC	UTILITY REASSIGNED Provision of digital data via multiple broadcasts	6,987,734 B2 01/17/2006

*Schedule II*

Patent Applications

None.