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FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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09-18-2000



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies)
Young Broadcasting of Knoxville, Inc	Name: Bankers Trust Company, as Agent
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other	Street Address: 130 Liberty Street City: New York State: NY ZIP:10022 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Corporation-State Company (Bank) If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(ee) attached? Yes XiNo
A. Trademark Application No.(s) Additional numbers at	B. Trademark Registration No.(s) 1,406,150
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Kristien Kelly Internal Address:	7. Total fee (37 CFR 3.41)s 40 00
	☐ Authorized to be charged to deposit account
Street Address: Davis Polk & Wardwell 450 Lexington Ave.	8. Deposit account number:
City: New York State: NY ZIP: 10017	(Attach duplicate copy of this page if paying by deposit account)
18/2000 JJALLAH2 00000137 1406150 DO NOT US	E THIS SPACE
EC-481 A0.00 OD	
Kristien Kelly Name of Person Signing	Signature Cover sheet, attachments, and document: Date Signature Signature Signature Date

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Young Broadcasting of Knoxville, Inc. a Delaware corporation (herein referred to as "Guarantor"), owns the Trademarks and Trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, Young Broadcasting Inc. (the "Borrower"), the Lenders named therein, Bankers Trust Company, as Administrative Agent and Issuing Bank, and First Union National Bank and CIBC World Markets Corp., as Syndication Agents, are parties to a Second Amended and Restated Credit Agreement dated as of the date hereof (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"); and

WHEREAS, the Borrower, the Lenders named therein, Bankers Trust Company, as Administrative Agent, and First Union National Bank and CIBC World Markets Corp., as Syndication Agents, are also parties to a Credit Agreement dated as of the date hereof (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "New Credit Agreement" and together with the Existing Credit Agreement, the "Credit Agreements"); and

WHEREAS, the Borrower may hereafter become obligated to one or more Lenders or Affiliates of Lenders under one or more Interest Rate Protection Agreements (as defined in each of the Credit Agreements); and

WHEREAS, the Guarantor is a direct, wholly-owned subsidiary of the Borrower; and

WHEREAS, as of the date hereof, the Guarantor has become a party to a Second Amended and Restated Guaranty Agreement (the "Guaranty Agreement") to guarantee the Borrower's obligations under each of the Credit Agreements, Interest Rate Protection Agreements (as defined in each of the Credit Agreements) and certain related agreements; and

WHEREAS, pursuant to the terms of the Amended and Restated Guarantor Security Agreement dated as of June 26, 2000 (as said Agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") between Guarantor and Bankers Trust Company, as Collateral Agent, the Guarantor has granted to the Collateral Agent for the ratable benefit of the Secured Parties defined therein, a security interest in substantially all the assets of the Guarantor including all right, title and interest of Guarantor in, to and under all of the Guarantor's Trademarks (as defined in the Security Agreement), Trademark registrations, together with any reissues, extensions or renewals thereof, Trademark applications and Trademark Licenses (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all

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products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing by the Guarantor under the Guaranty Agreement;

NOW. THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor does hereby grant to Collateral Agent a continuing security interest in all of the Guarantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), 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, including each Trademark, Trademark registration, and/or Trademark application referred to in Schedule 1 annexed hereto;
- (ii) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed; and
- (iii) all products and proceeds of the foregoing, including any claim by the Guarantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 WITNESS WHEREOF, the Guarantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day of <u>June</u>, <u>2000</u>

	NG BROAD DXVILLE, I	OCASTING OF	
By:	Name:	4n	
	Title:	James A. Morga Y Even III 1980	

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Acknowledged:

By:

as Collateral Agent

Name: Title:

BANKERS TRUST COMPANY,

IN WITNESS WHEREOF, the Guarantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 26 day of June 200

YOUNG BROADCASTING OF KNOXVILLE, INC.

By:			
•	Name:	 	
	Title:		

Acknowledged:

BANKERS TRUST COMPANY, as Collateral Agent

By:

Name: Title:

Gregory P Shetrin Director

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STATE OF NEW YORK)
COUNTY OF NEW YORK)

On the day of June, 2000 before me personally came and Moon to me personally known and known to me to be the person described in and who executed the foregoing instrument as Executive VP: Coo of YOUNG BROADCASTING OF KNOXVILLE, INC. who being by me duly sworn, did depose and say that he resides at that [s]he is Executive VP+CFG YOUNG

BROADCASTING OF KNOXVILLE, INC., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that [s]he signed her/his name thereto by like order; and that [s]he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

Notary Public, State of Mountain

[Seal]

My commission expires:

CAROLINE MORTIMER
NOTARY PUBLIC, State of New York
No. 01MO6015244
Qualified in New York County
Commission Expires Oct. 28, 2

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SCHEDULE I TO TRADEMARK **SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS				
Entity	Mark	Registration Number/Date		
YB Knoxville	"WATE"	U.S. Reg. No. 1,406,150, eff.		
		8/19/86 (20 yrs.)		
	"6 On Your Side"	TN Registration, dated		
		1/13/95		
		TN Registration, dated 2/6/95		
	"On Your Side"	TN Registration, dated		
		1/13/95		
		TN Registration, dated 2/6/95		
	"New at the Zoo"	TN Registration, dated		
		5/27/97		
	"6 Eyewitness News"	TN Registration. dated		
		3/21/97		
	"Coverage You Can Count	TN Registration, dated		
	On''	3/21/97		
	"Eleven at 11"	TN Registration, dated		
		3/21/97		
	"Good Morning Tennessee"	TN Registration, dated		
		3/21/97		
	"First News At Five"	TN Registration, dated		
	(1771	3/21/97		
	"First Traffic"	TN Registration, dated		
	\$4T' 1 22	3/21/97		
	"First Look"	TN Registration, dated		
	66f : f 1.22	3/21/97 TN Project retion details		
	"Live Look"	TN Registration, dated		
	"Tirebting Dook"	3/21/97 TN Project ration dated		
	"Fighting Back"	TN Registration, dated 3/21/97		
	"6 In The Classroom"	TN Registration, dated		
	o in the Classicon	3/21/97		
	"Healthcast"	TN Registration, dated		
	ricatticast	3/21/97		
	"6 In Depth"	TN Registration, dated		
	o m Depm	3/21/97		
	"Closer Look"	TN Registration, dated		
	5.0 50 . 200	3/21/97		
	"6 Sports Saturday"	TN Registration, dated		
	1	3/21/97		
	"6 Shares"	TN Registration, dated		
		3/21/97		
	"Big Board Sports"	TN Registration, dated		
		3/21/97		

"Friday Night Hits"

TN Registration. dated 3/21/97

* All registrations 10 yrs., unless noted

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