01-14-2004 U.S. DEPARTMENT OF COMMERCE (Rev. 03/01) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇒ ⇒ ⇒ To the Honorable Commissioner 102645849 d original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Name: Granite Broadcasting Corporation GOLDMAN SACHS CREDIT PARTNERS L.P. Internal Address: Association Individual(s) Street Address: 767 Third Avenue, 34th Floor General Partnership Limited Partnership City: New York State: NY Zip: 10017 Corporation-State Other Individual(s) citizenship_ Additional name(s) of conveying party(ies) attached? Yes V No General Partnership_ 3. Nature of conveyance: Limited Partnership **Assignment** Merger Corporation-State Delaware Change of Name Security Agreement Other 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(es) attached?

Yes No Other_Termination (re Tranche A Pledge) Execution Date: 12/22/2003 4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See attached Exhibit A See attached Exhibit A Additional number(s) attached Yes 5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: Name: Tonga Chappio 7. Total fee (37 CFR 3.41).....\$_(Internal Address: **Enclosed** Authorized to be charged to deposit account 8. Deposit account number: Street Address: City: al Dan Ystate: NY DO NOT USE THIS SPACE 9. Signature.

> Total number of pages including cover sheet, attachments, and document Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

12-30-2003

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #66

Maureen P. Murphy

Name of Person Signing

Date

TRADEMARK REEL: 002896 FRAME: 0047

12/24/2003

Exhibit A to Trademarks Cover Sheet

LIST OF TRADEMARKS OWNED BY GRANITE BROADCASTING CORPORATION

| OWNER | MARK | REGISTRATION NUMBER | REGISTRATION DATE | COUNTRY |
|-------------------------------------|-------------------------|------------------------|----------------------|---------|
| Granite Broadcasting Corporation | GRANITE BROADCASTING | 2,680,262 | 01/28/2003 | USA |
| Granite Broadcasting Corporation | HOMEWORK HOME PAGE | 2,096,498 | 09/16/1997 | USA |

TRADEMARK REEL: 002896 FRAME: 0048

TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS ("Release") dated as of December 22, 2003, by GOLDMAN SACHS CREDIT PARTNERS L.P. ("Grantee"), and GRANITE BROADCASTING CORPORATION and each of the other entities that were parties to the March 6, 2001 Trademark Security Agreement ("Trademark Security Agreement") (collectively, the "Grantors").

WITNESSETH:

WHEREAS, in connection with the March 6, 2001 Tranche A Pledge and Security Agreement ("Security Agreement"), the Grantors executed and delivered the Trademark Security Agreement in favor of Foothill Capital Corporation as agent for the Secured parties as defined in the March 6, 2001 Credit Agreement (as amended, supplemented, or otherwise modified from time to time) ("Credit Agreement) (in such capacity, the "Collateral Agent"), by which the Grantors granted the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantors' rights, title and interest in and to the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office ("PTO") as of March 12, 2001, at Reel 2262, Frames 0467-0474;

WHEREAS, the Collateral Agent, through the Assignment of Intellectual Property Security Interest dated as of April 30, 2002 ("Assignment Agreement"), assigned to Grantee, all right, title, and interest of every kind and nature, without limitation, in and to, any and all security interests, liens, charges or other encumbrances granted to the Collateral Agent by the Grantors pursuant to the Trademark Security Agreement;

WHEREAS the Assignment Agreement was recorded in the PTO as of May 10, 2002, at Reel 2507, Frames 0269-0274; and

WHEREAS, the Grantors have satisfied all conditions set forth in the Credit Agreement and the Security Agreement and the parties wish to evidence the satisfaction of the Credit Agreement and the Grantee's release of the security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Grantee, for itself and on behalf of the Secured Parties, does hereby release and terminate all security interests that were granted to the Grantee by the Assignment Agreement, including the following:

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- (a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration identified in Schedule 1 attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the United States and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;
- (b) all license agreements with any other person in connection with any of the Trademarks of the Grantors, or such other person's trademarks, whether the Grantor(s) is a licensor or licensee under any such license agreement, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to the grant of a security interest; and
- (c) to the extent not otherwise included, all Proceeds (including, to the extent not otherwise included therein, cash) and products of any and all of the foregoing.
- 2. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.
- 3. The parties hereto agree that unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein shall have the same meaning given to them in the Credit Agreement or the Security Agreement.
- 4. This Release shall be governed by and construed in accordance with the laws of the State of New York.
- 5. This Release shall be binding upon the Grantee and inure to the benefit of the Grantors, and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantee has caused this Release to be duly executed and delivered by its authorized officer on the day and year first above written.

GRANTEE

GOLDMAN SACHS CREDIT PARTNERS L.P.

By: Bradley A. Bennett Name: Bradley A. Bennett Title: Authorized Sugnatory

STATE OF Non You)

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COUNTY OF MW YOU)

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Notary Public: 🚤

CATHERINA KIM
Notary Public, State of New York
No. 01Ki6028826
Qualified in Queens County
Certified in New York County
Commission Expires August 2, 2005

Notary Seal:

SCHEDULE 1

to

TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS

| Registered Owner | Registered Trademark | Jurisdiction of Registration | Registration Number | Date of Registration |
|--|---|---------------------------------|--------------------------------------|----------------------|
| Granite Broadcasting Corporation | GRANITE BROADCASTING | United States | 2,680,262 | 1/28/2003 |
| ranite Broadcasting HOMEWORK HOME PAGE or poration | | United States | 2,096,498 | 09/16/1997 |
| KBJR, Inc. (successor in interest: RJR Communications, Inc.) | CHRISTMAS CITY OF THE NORTH | United States | 2,064,864 | 05/27/1997 |
| WTVH, Inc. | EYEWITNESS NEWS 5 (and Design) | New York | New York State Reg. No. 16,374 | 11/11/1998 |
| KSEE Television Inc. (successor in interest: San Joaquin Communications Corporation) | KSEE | United States | Reg. No. 1,351,023 | 07/23/1985 |
| WTVH, LLC | FREAKY FLIX & FOOD (stylized) | United States | 2,617,717 | 9/10/2002 |
| WTVH, LLC | FREAKY FLIX & FOOD | United States | 2,614,909 | 9/3/2002 |
| WTVH, Inc. | WTVH | United States | 1,355,823 | 08/20/1985 |
| WTVH, Inc. | CENTRAL NEW YORK FORECAST CENTER 5 | United States | 2,530,924 | 01/15/2002 |
| WTVH, LLC | CENTRAL NEW YORK FORECAST CENTER | United States | 2,545,371 | 03/05/2002 |
| WTVH, Inc. | CATCH IT! ULTIMATE FISHING CHALLENGE | United States | 2,651,500 | 11/19/2002 |
| WTVH, LLC | CATCH IT! ULTIMATE FISHING CHALLENGE and Design | United States | 2,781,922 | 11/11/2003 |

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TRADEMARK
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