

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smith Media, LLC		11/17/2004	LTD LIAB JT ST CO: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The Bank of New York, as Administrative Agent
<b>Street Address:</b>	One Wall Street
<b>Internal Address:</b>	18th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10286
<b>Entity Type:</b>	Banking Association:

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1485548	KEY
Registration Number:	1480029	KEYT-TV

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)238-3100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	212-238-3244
<b>Email:</b>	jtelesford@emmetmarvin.com
<b>Correspondent Name:</b>	Janelle Telesford
<b>Address Line 1:</b>	Emmet, Marvin & Martin, LLP
<b>Address Line 2:</b>	120 Broadway
<b>Address Line 4:</b>	New York, NEW YORK 10271

<b>NAME OF SUBMITTER:</b>	Janelle Telesford
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**Total Attachments: 4**  
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## **GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, SMITH MEDIA, LLC, a Delaware limited liability company (the "**Grantor**"), is obligated to THE BANK OF NEW YORK, as Administrative Agent (the "**Secured Party**"), and has entered into the Security Agreement, dated as of November 17, 2004 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "**Trademarks**"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

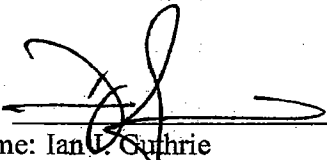
For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is: One Wall Street, New York, New York 10286.

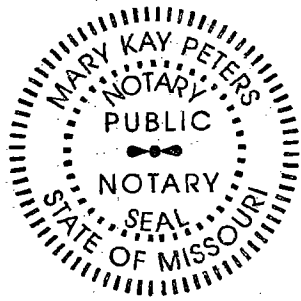
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 17<sup>th</sup> day of November, 2004.

**SMITH MEDIA, LLC**

By:   
Name: Ian G. Guthrie  
Title: Vice President, Chief Financial  
Officer and Treasurer

STATE OF Missouri )  
COUNTY OF St. Louis ) ss.:

On the 27<sup>th</sup> day of October in the year 2004 before me, the undersigned, personally appeared Ian J. Guthrie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Mary Kay Peters  
Notary Public

[Notary's Stamp]  
MARY KAY PETERS  
NOTARY PUBLIC  
ST. LOUIS CITY, STATE OF MISSOURI  
MY COMMISSION EXPIRES AUGUST 12, 2005

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of November 17, 2004**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
KEY	1,485,548	April 19, 1988
KEYT-TV	1,480,029	March 8, 1988