

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
GRAY TELEVISION GROUP, INC.		06/28/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	WACHOVIA BANK, NATIONAL ASSOCIATION		
Street Address:	201 South College Street		
Internal Address:	8th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0680		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	1436724	KAKE	
Registration Number:	1407080	KUPK	
Registration Number:	1764916	KLBY	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(704)353-3239		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-331-7539		
Email:	arhodes@kennedycovington.com		
Correspondent Name:	Allyn B. Rhodes		
Address Line 1:	214 N. Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	13568.129 (E. BURK)		
NAME OF SUBMITTER:	Allyn B. Rhodes		

OP \$90.00 1436724

**TRADEMARK**

Signature:

/allyn b. rhodes/

Date:

11/16/2005

Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of June 28, 2005 by and between GRAY TELEVISION GROUP, INC., a Delaware corporation (the "Grantor") having its chief executive office at 4370 Peachtree Road, N.E., Atlanta, Georgia, 30319, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Fifth Amended and Restated Loan Agreement, dated as of June 28, 2005 (as amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and between Gray Television, Inc., a Georgia corporation (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of an Amended and Restated Master Subsidiary Security Agreement dated as of October 25, 2002 between certain Subsidiaries of the Borrower and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Security Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative 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) 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 and (b) injury to the goodwill associated with any trademark or trademark registration; and
- (iii) all products and proceeds of the foregoing.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**GRANTOR:**

**GRAY TELEVISION GROUP, INC.,**

By: [Signature]  
Name: Robert S. Prather, Jr.  
Title: President

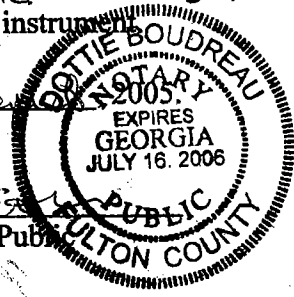
**ACKNOWLEDGMENT**

STATE OF Georgia  
COUNTY OF Fulton

I, Dotie Boudreau, a Notary Public for said County and State, do hereby certify that Robert S. Prather, Jr. personally appeared before me this day and stated that (s)he is President of Gray Television Group, Inc. and acknowledged, on behalf of Gray Television Group the due execution of the foregoing instrument.

Witness my hand and official seal, this 12<sup>th</sup> day of June

Dotie Boudreau  
Notary Public



My commission expires:

7/16/06

[Signature Pages Continue]

Agreed and Accepted as of the  
28 day of June, 2005.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By Arthur D. Burns  
Name: ARTHUR D. BURNS  
Title: VICE PRESIDENT

Registered Trademarks/Service Marks

	<u>Owner</u>	<u>Trademark/ Service</u>	<u>Filing or Registration Date</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Registration #</u>
1.	Gray Television Group, Inc.	KAKE	1/23/86	Registered	Federal	1436724
2.	Gray Television Group, Inc.	KUPK	1/30/86	Registered	Federal	1407080
3.	Gray Television Group, Inc.	KLBY	6/15/92	Registered	Federal	1764916

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