

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dealtaker, Inc. | | 12/19/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | 901 Main Street | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75202 | | |
| Entity Type: | National Association: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3145419 | DEALTAKER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)745-5390 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2147455300 | | |
| Email: | jmuennink@winstead.com | | |
| Correspondent Name: | Cathryn A. Berryman c/o Winstead PC | | |
| Address Line 1: | P.O. Box 50784 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 25690 645 | | |
| NAME OF SUBMITTER: | Cathryn A. Berryman | | |
| Signature: | /Cathryn A. Berryman/ | | |
| Date: | 01/05/2009 | | |

CH \$40.00 3145419

Total Attachments: 7

source=25690 645 dealtaker tm assgn#page1.tif
source=25690 645 dealtaker tm assgn#page2.tif
source=25690 645 dealtaker tm assgn#page3.tif
source=25690 645 dealtaker tm assgn#page4.tif
source=25690 645 dealtaker tm assgn#page5.tif
source=25690 645 dealtaker tm assgn#page6.tif
source=25690 645 dealtaker tm assgn#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is made as of December 19, 2008, by DEALTAKER, INC., a Delaware corporation ("*Grantor*"), in favor of BANK OF AMERICA, N.A., as Collateral Agent (together with any successors and assigns thereto in such capacity, the "*Collateral Agent*") for the benefit of Collateral Agent and each Creditor.

BACKGROUND.

Media General, Inc., a Virginia corporation ("*Company*"), Bank of America, N.A., as Administrative Agent and L/C Issuer, and the lenders party thereto entered into the Amended and Restated Credit Agreement dated as of March 14, 2005 (such agreement, together with all amendments and restatements, the "*Revolver Credit Agreement*").

Company, Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Term Administrative Agent, and the lenders party thereto have entered into the Credit Agreement dated as of August 6, 2006 (such agreement, together with all amendments and restatements, the "*Term Loan Agreement*").

Company, Collateral Agent, Administrative Agent and Term Administrative Agent have entered into the Intercreditor and Collateral Agency Agreement dated as of December 19, 2008 (such agreement, together with all amendments and restatements, the "*Intercreditor Agreement*").

In connection with the Revolver Credit Agreement, Term Loan Agreement and Intercreditor Agreement, Grantor has executed and delivered the Subsidiary Security Agreement dated as of December 19, 2008 (such agreement, together with all amendments and restatements, the "*Security Agreement*");

As a condition precedent to the making of the credit extensions under the Revolver Credit Agreement, the Term Loan Agreement, the Secured Hedge Agreements and the Secured Cash Management Agreements, Grantor is required to execute and deliver this Agreement and to grant to Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Senior Secured Obligations; and

Grantor is a Subsidiary of Borrower;

It is in the best interests of Grantor to execute this Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the credit extensions made pursuant to the Revolver Credit Agreement, the Term Loan Agreement, the Secured Hedge Agreements and the Secured Cash Management Agreements; and

Grantor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Creditors to make credit extensions pursuant to the Revolver Credit Agreement, the Term Loan Agreement, the Secured Hedge Agreements and the Secured Cash Management Agreements, Grantor agrees, for the benefit of Collateral Agent and Creditors as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

“*Governmental Authority*” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“*Trademark License*” means all right, title, and interest of Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Grantor or which Grantor otherwise has the right to license, or granting to Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of Grantor under any such agreement.

“*Trademarks*” means all right, title, and interest of Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Senior Secured Obligations, Grantor does hereby mortgage, pledge and hypothecate to Collateral Agent, and grant to Collateral Agent a security interest in, for its benefit and the benefit of each Creditor, all of the following property (the “*Trademark Collateral*”), whether now owned or hereafter acquired by it:

(a) all Trademarks, including all Trademarks referred to in Item A of Attachment 1 attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Item B of Attachment 1 attached hereto;

(c) all Trademark Licenses, including all Trademark Licenses referred to in Item A of Attachment 1 attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Collateral Agent for its benefit and the benefit of each Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of Collateral Agent and each Creditor thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. This Agreement is a Revolver Loan Document and Term Loan Document executed pursuant to the Revolver Credit Agreement, Term Loan Agreement and Intercreditor Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Revolver Credit Agreement, Term Loan Agreement and Intercreditor Agreement.


6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEALTAKER, INC.

By: John A. Schauss
Name: John A. Schauss
Title: Treasurer

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Jay D. Marquis
Vice President

ATTACHMENT I
to Trademark Security Agreement

| Item A | | | Registered Trademarks | | | | |
|------------------|---|----------------------|-----------------------|---------------------|---|-----------------|-------------------------------|
| Registered Owner | Nature of Grantor's Interest (e.g. owner, licensee) | Registered Trademark | Registration No. | Int'l Class Covered | Goods or Services Covered | Date Registered | Country/State of Registration |
| DealTaker, Inc. | Owner | Dealtaker | 3145419 | 035 | Promoting the goods and services of others by means of operating an on-line shopping mall with links to the retail web sites of others. | 06/27/2006 | United States of America |

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

| Item B | | Trademark Applications | | | | | |
|-----------|---|--|------------|---------------------|---------------------------|---------------------|------------------------|
| Applicant | Nature of Grantor's Interest (e.g. owner, licensee) | Trademark Application relates to following Trademark | Serial No. | Int'l Class Covered | Goods or Services Covered | Date of Application | Country of Application |
| None | | | | | | | |

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.