

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
Media General Communications Holdings, LLC		12/19/2008	LIMITED LIABILITY COMPANY: 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:	2456449	R U READY?	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-745-5300		
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:	01/12/2009		

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Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is made as of December 19, 2008, by MEDIA GENERAL COMMUNICATIONS HOLDINGS, LLC, a Delaware limited liability company ("*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.

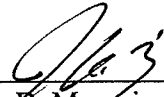
6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

MEDIA GENERAL COMMUNICATIONS
HOLDINGS, LLC

By: *J. 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				
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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
Media General Communications Holdings, LLC	Owner	A Taste of Florida & Design of a Dinner Fork and a Shrimp	T11418		Trademark	07/17/1989	Florida
Media General Communications Holdings, LLC	Owner	Boxerjam	2395489	009;035;0 41	Dissemination of advertising for others via an online electronic communications network, electronic mail, a web page, on-line newsletters, and a global computer network (035).	10/17/2000	United States of America
Media General Communications Holdings, LLC	Owner	Boxerjam and design	2395488	009;035;0 41	Dissemination of advertising for others via an online electronic communications network, electronic mail, a web page, on-line newsletters, and a global computer network (035).	10/17/2000	United States of America
Media General Communications Holdings, LLC	Owner	Careerseeker	3,112,532	035	Advertising the jobs and employment opportunities of others through the dissemination of advertising matter in print, via television and the Internet.	07/04/2006	United States of America
Media General Communications Holdings, LLC	Owner	Careerseeker	3142781	035	Advertising services offered to potential employers, namely, the dissemination for potential employers of advertisements featuring job and employment opportunities via print and on-line general interest publications and via television advertising.	09/12/2006	United States of America

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
Media General Communications Holdings, LLC	Owner	Carolina Weddings	1767035	016	Goods & Services. Annual publication in the nature of a booklet featuring stories about brides, weddings and related topics.	04/20/1993	United States of America
Media General Communications Holdings, LLC	Owner	Carseeker	2,797,545	035	Advertising services, namely, providing a web site based graphical user interface which allows automobile dealers to place advertisements for their goods and services for dissemination via printed publication, television and the Internet	12/23/2003	United States of America
Media General Communications Holdings, LLC	Owner	Carseeker	2802289	035	Dissemination of automobile advertisements for others via the internet.	01/06/2004	United States of America
Media General Communications Holdings, LLC	Owner	Centro	3394843	016; 041	016, For Spanish language newspaper covering current events and matters of general interest not focused on religion; 041, Publication of electronic Spanish language newspaper covering current events and matters of general interest not focused on religion accessible via a global computer network.	03/11/2008	United States of America
Media General Communications Holdings, LLC	Owner	Centro Design	3535414	016;041	016, Spanish language newspaper covering current events and matters of general interest not focused on religion; 041, Publication of electronic Spanish language newspaper covering current events and matters of general interest not focused on religion accessible via a global computer network.	11/18/2008	United States of America
Media General Communications Holdings, LLC	Owner	Clink	2174032	009	computer game software	07/14/1998	United States of America

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
Media General Communications Holdings, LLC	Owner	Crime Tracker	2771044	041	(4) Communications; (7) Education & Entertainment Goods or Services. Entertainment services, namely, a continuing news television segment on the subject of criminal investigations.	10/07/2003	United States of America
Media General Communications Holdings, LLC	Owner	Discover Richmond	1530824	016	Goods & Services. Supplement to the Sunday edition of a daily newspaper	03/21/1989	United States of America
Media General Communications Holdings, LLC	Owner	Economic and Market Update with the word "Economic" being partially overlapped with a Graph and Chart Line	T16025			07/06/1992	Florida
Media General Communications Holdings, LLC	Owner	Entertainment Spotlight	1934676	016	Goods & Services. Magazine featuring stories on entertainment and sports as well as notable personalities and celebrities. Disclaimer: "Entertainment"	11/14/1995	United States of America
Media General Communications Holdings, LLC	Owner	Florida Bride	3367597	016	Booklets in the field of brides, weddings and related topics	01/15/2008	United States of America
Media General Communications Holdings, LLC	Owner	Florida Research Group and Design of the State of Florida	T16024		Trademark	07/06/1992	Florida
Media General Communications Holdings, LLC	Owner	Giving Your Best	2435040	041; 042	041: Goods & Services. Award Program to recognize outstanding community service and individual heroic acts; 042: Goods & Services. Promoting public awareness of national, state and local charities and charitable events and community outreach programs.	03/13/2001	United States of America

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
Media General Communications Holdings, LLC	Owner	IMEZ & Design	2102349	042	Designing, developing and creating for others electronic computer games and game equipment; computer services, namely leasing access time to computer databases in the electronic computer games field and interactive games field.	09/30/1997	United States of America
Media General Communications Holdings, LLC	Owner	Infolert	2640646	042	Goods & Services. Computer services, namely, notifying registered users on a global computer network regarding information about news, weather, sports and traffic.	10/22/2002	United States of America
Media General Communications Holdings, LLC	Owner	Infolert	2,691,484	038	Goods & Services. Broadcasting services over a global computer network of information about news, weather, sports and traffic.	02/25/2003	United States of America
Media General Communications Holdings, LLC	Owner	Lap By Lap	2438266	016	Goods & Services. Newspaper and magazine columns dealing with automobile racing.	03/27/2001	United States of America
Media General Communications Holdings, LLC	Owner	lapbylap.com	2472335	041	Goods & Services. Entertainment services, namely, providing information and interactive programming in the field of automobile racing, on a global computer network.	07/24/2001	United States of America
Media General Communications Holdings, LLC	Owner	Life. Printed Daily.	3031415	016	Daily newspaper.	12/20/2005	United States of America
Media General Communications Holdings, LLC	Owner	Live in the Moment	3271739	041	Providing on-line interactive publication in the field of current events.	07/31/2007	United States of America
Media General Communications Holdings, LLC	Owner	Mature Times	2533005	016	Goods & Services. Tabloid magazine directed to readers age 50 and over.	01/22/2002	United States of America

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
Media General Communications Holdings, LLC	Owner	Media General	0951988	016	Goods & Services. Printed periodicals and other publications.	01/30/1973	United States of America
Media General Communications Holdings, LLC	Owner	Newschannel 10	2236239	038	Goods & Services. Television broadcast services.	03/30/1999	United States of America
Media General Communications Holdings, LLC	Owner	Northwest News	T02000000 779		Newspaper of general interest. Disclaim "Northwest" and "News"	07/02/2002	Florida
Media General Communications Holdings, LLC	Owner	Puzzle Zone	2065876	028	Computer game software. Disclaimer: "Puzzle"	05/27/1997	United States of America
Media General Communications Holdings, LLC	Owner	R U Ready?	2456449	016	Goods & Services. Magazine related to career and work issues and guidance for youths.	05/29/2001	Florida
Media General Communications Holdings, LLC	Owner	Richmond Times - Dispatch	1493106	016	Goods & Services. Daily newspaper. Disclaim: "Richmond"	06/21/1988	United States of America
Media General Communications Holdings, LLC	Owner	South Shore News	T01000001 168		Trademark Name Reservation. Newspaper of general interest. Disclaim: South Shore, News	11/09/2001	Florida
Media General Communications Holdings, LLC	Owner	Star Watch	1775176	016	Goods & Services. Newspaper featuring stories on entertainment and sports as well as notable personalities and celebrities.	06/08/1993	United States of America
Media General Communications Holdings, LLC	Owner	Storm Team	2158844	038	Goods & Services. Television broadcast services.	05/19/1998	United States of America

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
Media General Communications Holdings, LLC	Owner	Strike A Match	2051649	042	Designing, developing and creating for others electronic computer games and game equipment; computer services, namely, leasing access time to computer databases in the electronic computer games field and interactive games field.	04/08/1997	United States of America
Media General Communications Holdings, LLC	Owner	Suncoast News	920916		Daily newspaper.	06/21/1979	Florida
Media General Communications Holdings, LLC	Owner	Tampa Bay Online (Principal)	2719119	041	Providing an on-line publication of a newspaper. Disclaim: "Online".	05/27/2003	United States of America
Media General Communications Holdings, LLC	Owner	TBO.com (design)	2910302	041	Providing an online interactive newspaper in the field of current news and information on a wide variety of topics.	12/14/2004	United States of America
Media General Communications Holdings, LLC	Owner	TBO.com (word)	2,736,771	041	Providing an online interactive newspaper in the field of current events.	07/15/2003	United States of America
Media General Communications Holdings, LLC	Owner	TD Channels	2899618	016	Weekly newspaper supplement for a general circulation newspaper featuring information on television programming and entertainment. No claim is made to the exclusive right to use "Channels", apart from the mark as shown.	11/02/2004	United States of America
Media General Communications Holdings, LLC	Owner	The Burg	2,635,945	016	Goods & Services. Tabloid newspaper	10/15/2002	United States of America
Media General Communications Holdings, LLC	Owner	The Daily Progress	1557971	016	Goods & Services. General circulation newspaper. Disclaim: "Daily"	09/26/1989	United States of America

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
Media General Communications Holdings, LLC	Owner	The Messenger	19280		Newspaper	12/18/2007	North Carolina
Media General Communications Holdings, LLC	Owner	The Reidsville Review	14492		Daily newspaper.	10/22/1997	North Carolina
Media General Communications Holdings, LLC	Owner	The Richmond News Leader	1493105	016	Goods & Services. Daily newspaper. Disclaimer: "Richmond" or "News"	06/21/1988	United States of America
Media General Communications Holdings, LLC	Owner	The Tampa Times	T06022		Trademark	10/22/1986	Florida
Media General Communications Holdings, LLC	Owner	The Tampa Times	3031297	016	Newspaper for general circulation.	12/20/2005	United States of America
Media General Communications Holdings, LLC	Owner	The Tampa Times	0898333	016	Goods & Services. The Sunday edition of a daily newspaper.	09/08/1970	United States of America
Media General Communications Holdings, LLC	Owner	The Tampa Tribune	T06023			10/22/1986	Florida
Media General Communications Holdings, LLC	Owner	The Tampa Tribune	0896938	016	Goods & Services. Daily newspaper.	08/18/1970	United States of America
Media General Communications Holdings, LLC	Owner	Virginia Business	3954		Periodicals	03/25/1986	Virginia

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
Media General Communications Holdings, LLC	Owner	Virginia Business	1729312	016	Goods & Services. Periodical magazine in the field of finance and business. Disclaim: "Business"	11/03/1992	United States of America
Media General Communications Holdings, LLC	Owner	Virginia's News Leader	1855758	016	Goods & Services. General circulation newspaper. Disclaim: "Virginia's News"	09/27/1994	United States of America
Media General Communications Holdings, LLC	Owner	WCBD	1542932	038	Goods & Services. Television broadcasting services.	06/06/1989	United States of America
Media General Communications Holdings, LLC	Owner	WCMH	2176978	038	Broadcast television services	07/28/1998	United States of America
Media General Communications Holdings, LLC	Owner	WFLA-TV	1754228	038	Goods & Services. Television broadcasting services.	02/23/1993	United States of America
Media General Communications Holdings, LLC	Owner	Winston-Salem Journal	1300523	016	Goods & Services. Newspapers	10/16/1984	United States of America
Media General Communications Holdings, LLC	Owner	WJTV 12 Listens	2241516	038	Goods & Services. Television broadcasting services. Disclaim: "12"	04/27/1999	United States of America
Media General Communications Holdings, LLC	Owner	WKRG	1943000	038	Goods & Services. Television broadcasting services.	12/19/1995	United States of America
Media General Communications Holdings, LLC	Owner	WVTM	2283053	038	Broadcast television services.	10/05/1999	United States of America

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							

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