

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon, formerly The Bank of New York		06/13/2011	a New York banking corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Saga Communications, Inc.
Street Address:	73 Kercheval Ave.
City:	Grosse Pointe Farms
State/Country:	MICHIGAN
Postal Code:	48236
Entity Type:	CORPORATION: DELAWARE

Name:	Lakefront Communications, LLC
Street Address:	73 Kercheval Ave.
City:	Grosse Pointe Farms
State/Country:	MICHIGAN
Postal Code:	48236
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Franklin Communications, Inc.
Street Address:	73 Kercheval Ave.
City:	Grosse Pointe Farms
State/Country:	MICHIGAN
Postal Code:	48236
Entity Type:	CORPORATION: DELAWARE

Name:	Tidewater Communications, LLC
Street Address:	73 Kercheval Ave.
City:	Grosse Pointe Farms
State/Country:	MICHIGAN

OP \$190.00 1424290

Postal Code:	48236
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Saga Communications of Iowa, LLC
Street Address:	73 Kercheval Ave.
City:	Grosse Pointe Farms
State/Country:	MICHIGAN
Postal Code:	48236
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Saga Communications of New England, LLC
Street Address:	73 Kercheval Ave.
City:	Grosse Pointe Farms
State/Country:	MICHIGAN
Postal Code:	48236
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1424290	WKLH
Registration Number:	1423296	WSNY
Registration Number:	2385690	A.W.O.L.
Registration Number:	2400209	ROCK 102 WAQY SPRINGFIELD'S CLASSIC ROCK
Registration Number:	2408688	BAX AND O'BRIEN MORNINGS
Registration Number:	3092163	RAW ROCK AT WORK
Registration Number:	3012880	SAGA COMMUNICATIONS, INC.

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-761-3780
 Email: asujek@bodmanlaw.com
 Correspondent Name: Angela Alvarez Sujek - Bodman PLC
 Address Line 1: 201 South Division, Ste. 400
 Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	06/14/2011

TRADEMARK

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE (this "Termination and Release"), dated as of June 13, 2011, from THE BANK OF NEW YORK MELLON (formerly, The Bank of New York), as Administrative Agent to each of SAGA COMMUNICATIONS, INC. (the "Borrower"), a Delaware corporation, LAKEFRONT COMMUNICATIONS, LLC ("Lakefront"), a Delaware limited liability company (formerly, Lakefront Communications, Inc.), FRANKLIN COMMUNICATIONS, INC. ("Franklin"), a Delaware corporation, TIDEWATER COMMUNICATIONS, LLC ("Tidewater"), a Delaware limited liability company (formerly, Tidewater Communications, Inc.), SAGA COMMUNICATIONS OF IOWA, LLC ("Saga Iowa"), a Delaware limited liability company, and SAGA COMMUNICATIONS OF NEW ENGLAND, LLC ("Saga New England"), a Delaware limited liability company (formerly, Saga Communications of New England, Inc.) (each of the Borrower, Lakefront, Franklin, Tidewater, Saga Iowa and Saga New England, a "Pledgor", and, collectively, the "Pledgors").

WITNESSETH:

WHEREAS, The Bank of New York Mellon (formerly The Bank of New York) acts as Administrative Agent (in such capacity, the "Administrative Agent") under that certain Credit Agreement, dated as of July 29, 2003 (as amended, the "Credit Agreement"), among Saga Communications, Inc. (the "Borrower"), the lenders party thereto, and the Administrative Agent;

WHEREAS, each of the Pledgors (other than the Borrower) is a Guarantor under that certain Guarantee Agreement, dated as of July 29, 2003 among the Borrower, each of the guarantors party thereto (the "Guarantors"), and the Administrative Agent (as amended, the "Guarantee Agreement");

WHEREAS, in order to secure the obligations under the Credit Agreement and the Guarantee Agreement, each of the Pledgors entered into the Security Agreement, dated as of July 29, 2003, among the Borrower, the Guarantors and the Agent (as amended, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted by each of the Pledgors to the Administrative Agent, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") on the dates and at the reels and frames as set forth on Schedule A;

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees as follows:

NY02DOCS1626646.4

Termination and Release of Security Interest in Trademarks

**TRADEMARK
REEL: 004563 FRAME: 0376**

1. Collateral. The term “Collateral,” as used herein, shall mean all of each Pledgor’s right, title and interest of every kind and nature in and to the United States trademarks and service marks set forth on Schedule A attached hereto, which trademarks are registered in the USPTO (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.

2. Release. The Administrative Agent hereby terminates and releases in its entirety the Security Interest in the Collateral.


3. Recordation. The Administrative Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.

4. Further Assurance. The Administrative Agent hereby agrees to, at the sole expense of the Pledgors, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. Modification. This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

[Signature Page Follows]

THE BANK OF NEW YORK MELLON
(formerly, The Bank of New York), as
Administrative Agent

By: 
Name: Ronald Reedy
Title: Managing Director

SCHEDULE A

<u>Grantor</u>	<u>Description of Trademark or Trademark Application</u>	<u>Registration or Filing Date</u>	<u>Serial or Registration Number</u>	<u>Real/Frame</u>
Lakefront Communications, Inc.	WKLH	1/6/87	1,424,290	2814/0332
Franklin Communications, Inc.	WSNY	12/30/86	1,423,296	2816/0336
Tidewater Communications, LLC.	WNOR	3/3/87	1,431,502	2824/0198
Lakefront Communications, Inc.	WLZR (Lazer 103)	5/24/88	1,489,665	2814/0332
Saga Communications of Iowa, LLC	A.W.O.L.	9/12/00	2,385,690	2820/0585
Saga Communications of New England, Inc.	ROCK 102 WAQY SPRINGFIELD'S CLASSIC ROCK (LOGO)	10/31/00	2,400,209	2816/0834
Saga Communications of New England, Inc.	BAX AND O'BRIEN MORNINGS (LOGO)	11/28/00	2,408,688	2816/0834
Saga Communications of Iowa, LLC	RAW ROCK AT WORK	5/16/06	3,092,163	2820/0585
Saga Communications, Inc.	DESIGN PLUS WORDS	11/8/05	3,012,880	2813/0001

Termination and Release of Security Interest in Trademarks