

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF GRANT OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, Inc.	FORMERLY Wells Fargo Foothill, Inc.	01/17/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Smith Finance, LLC		
Street Address:	1215 Cole Street		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63106		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1485548	KEY	
Registration Number:	1480029	KEYT-TV	
CORRESPONDENCE DATA			
Fax Number:	(202)776-4981		
Phone:	(202) 776-2351		
Email:	trademark@dowlohnes.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kristin Leavy c/o Dow Lohnes PLLC		
Address Line 1:	1200 New Hampshire Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	50128.0012		
NAME OF SUBMITTER:	Kristin M. Leavy		

OP \$65.00 1485548

Signature:	/Kristin M. Leavy/
Date:	02/02/2012
<b>Total Attachments: 5</b> source=Assignment of Security Interest in Trademarks - Wells Fargo Capital Finance to Smith Finance LLC #page1.tif source=Assignment of Security Interest in Trademarks - Wells Fargo Capital Finance to Smith Finance LLC #page2.tif source=Assignment of Security Interest in Trademarks - Wells Fargo Capital Finance to Smith Finance LLC #page3.tif source=Assignment of Security Interest in Trademarks - Wells Fargo Capital Finance to Smith Finance LLC #page4.tif source=Assignment of Security Interest in Trademarks - Wells Fargo Capital Finance to Smith Finance LLC #page5.tif	

**ASSIGNMENT OF GRANT OF SECURITY INTEREST (TRADEMARKS)**

This **ASSIGNMENT OF GRANT OF SECURITY INTEREST (TRADEMARKS)** is entered into as of January 17, 2012, by and among, **SMITH MEDIA, LLC**, a Delaware limited liability company (the "Grantor"), **WELLS FARGO CAPITAL FINANCE, INC.**, a California corporation (formerly known as Wells Fargo Foothill, Inc.), as resigning administrative agent (in such capacity, the "Prior Agent") for certain lenders (the "Lenders"), and **SMITH FINANCE, LLC**, a Delaware limited liability company, as the successor administrative agent for the Lenders (in such capacity, the "Successor Agent"), and in light of the following:

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Prior Agent hereby assigns to Successor Agent all of the Prior Agent's right, title and interest in, to and under that certain Grant of Security Interest (Trademarks), dated as of November 17, 2004 (the "Security Agreement"), executed by the Grantor in favor of **THE BANK OF NEW YORK ("BNY")**, granting a security interest in those trademarks set forth on Schedule A attached hereto (the "Trademarks") and recorded in the United States Patent and Trademark Office on November 24, 2004, Reel/Frame 002980/0141, which security interest in the Trademarks was subsequently assigned by BNY to **ORIX FINANCE CORP. ("Orix")** pursuant to that certain Assignment of Grant of Security Interest (Trademarks), dated as of January 7, 2008 (the "Original Assignment"), by and among the Grantor, BNY, and Orix, which security interest in the Trademarks was further assigned by Orix to the Prior Agent pursuant that certain Assignment of Grant of Security Interest (Trademarks), dated as of June 4, 2009 (the "WFCF Assignment"), by and among the Grantor, Orix, and the Prior Agent.

The Grantor hereby acknowledges and agrees that after giving effect to this Assignment, the security interests and assignments previously granted by the Grantor in favor of BNY (and later assigned to the Orix pursuant to the Original Assignment and further assigned to the Prior Agent pursuant to the WFCF Assignment), in its capacity as administrative agent for the benefit of the Lenders, pursuant to the Security Agreement shall continue in full force and effect for the benefit of Successor Agent in its capacity as administrative agent for the benefit of the Lenders, and the Grantor hereby reaffirms all such security interest grants and assignments and its obligations under the Security Agreement.

*[Remainder of this page intentionally left blank; signature pages follow.]*

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Grant of Security Interest (Trademarks) as of the date first written above.

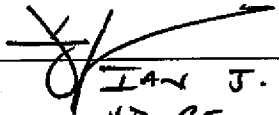
GRANTOR:

SMITH MEDIA, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

  
IAN J. RUTLEDGE  
VP - CFO

[SIGNATURE PAGE TO ASSIGNMENT OF GRANT OF SECURITY INTEREST (TRADEMARKS)]

PRIOR AGENT:

**WELLS FARGO CAPITAL FINANCE, INC.,**  
a California corporation (formerly known as Wells Fargo  
Foothill, Inc.)

By:   
Name: Ryan Haight  
Title: Vice President

[SIGNATURE PAGE TO ASSIGNMENT OF GRANT OF SECURITY INTEREST (TRADEMARKS)]

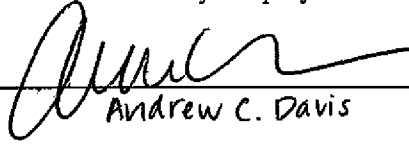
SUCCESSOR AGENT:

**SMITH FINANCE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

  
Andrew C. Davis

[SIGNATURE PAGE TO ASSIGNMENT OF GRANT OF SECURITY INTEREST (TRADEMARKS)]

Schedule A

<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

LEGAL\_US\_W # 70112837.2