

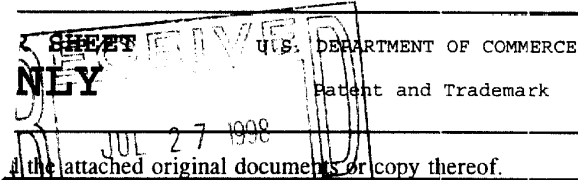
07-31-1998

(Rev. 6-93)
Office

MSD 7-27-98



100782329



To the Honorable Commissioner of Patents and Trademarks

the attached original documents or copy thereof.

1. Name of conveying party(ies):

SJL of Montana Associates Limited Partnership

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: November 30, 1994

2. Name and address of receiving party(ies):

Name: KTVO Communications, Inc.

Internal Address: _____

Street Address: 134 Columbus Street

City: Charleston State: SC ZIP: 29403

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Montana
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment, Additional name(s) and address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark No.(s) 1,513,948 and 1,872,846

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tricia T. Semmelhack

Hodgson, Russ, Andrews, Woods & Goodyear

Internal Address: Intellectual Property Law Section

Street Address: 1800 One M&T Plaza

City: Buffalo State: NY ZIP: 14203

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41)..... \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 08-2442

(Attach duplicate copy of this page if paying by deposit account)

07/29/1998 DNGUYEN 00000087 1513948

DO NOT USE THIS SPACE

01 EC:481 40.00 DP
02 EC:482 statement and signature 25.00 CP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tricia T. Semmelhack
Name of Person Signing

Tricia T. Semmelhack
Signature

July 23, 1998
Date

Total number of pages including cover sheet, attachments and document:

6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Rm. 2K
Washington, D.C. 20231

EXHIBIT A

The "KTVQ" Service Mark as covered by Federal Registration, Certificate No. 1,513,948 issued by the United States Patent and Trademark Office. Expires November 22, 2008.

The "Q2" Service Mark as covered by Federal Registration, Serial No. 74/785 assigned by the United States Patent and Trademark Office. Filed January 13, 1994. Pending

"MTN Montana Television Network" and design under Certificate of Registration of Trademark/Service Mark as issued by the State of Montana on April 1, 1987. Expires April 1, 1997.

"MTN Montana Television Network News" and design under Certificate of Registration of Trademark/Service Mark as issued by the State of Montana on April 1, 1987. Expires April 1, 1997.

"Montana's News Station" under Certificate of Registration of Trademark/Service Mark as issued by the State of Montana on November 4, 1993. Expires November 4, 2003.

"Q2" under Certificate of Registration of Trademark/Service Mark as issued by the State of Montana on November 16, 1993. Expires November 16, 2003.

Rights to use "CBS Television Network" and the CBS Logo under the terms of the CBS Service Mark License Agreement.

ASSIGNMENT OF COPYRIGHTS, TRADEMARKS AND
TRADENAMES, SERVICE MARKS, JINGLES,
FRANCHISES AND RELATED MATERIALS

KNOW ALL MEN BY THESE PRESENTS, that, for good and valuable consideration as set forth in the Purchase Agreement (defined below), the receipt and sufficiency of which is hereby acknowledged, SJL OF MONTANA ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, with offices at 3203 Third Avenue North, Billings, Montana, 59103 ("Assignor"), licensee of television broadcast station KTVQ (TV), Billings, Montana (the "Station"), hereby transfers, conveys and assigns unto KTVQ COMMUNICATIONS, INC., a Montana corporation, with offices at 134 Columbus Street, Charleston, South Carolina 29403 ("Assignee"), effective as of 11:59 p.m. on November 30, 1994 (the "Adjustment Time"), subject to and in accordance with the terms and conditions of that certain Asset Purchase Agreement, dated as of April 15, 1994, as amended (the "Purchase Agreement"), by and between Assignor and Assignee, all of Assignor's right, title and interest in and to the use of the call letters KTVQ and all other trademarks, tradenames, service marks, service names, franchises, copyrights, jingles, patents, licenses, permits, privileges, proprietary information, technical information and data, and all other intangible property rights and interests (and all goodwill associated with any of the foregoing or with the Station or with the Station Assets) applied for, issued to, or owned by Assignor or under which Assignor is licensed and franchised and which are used or useful exclusively in the conduct of the business and

operations of the Station as of the Adjustment Time including, without limitation, those listed on Schedule 2.2(f) attached hereto as Exhibit A, together with any additions thereto between the date of the Purchase Agreement and the Adjustment Time, in each case free and clear of all debts, liens, security interests, mortgages, trusts, claims or other liabilities or encumbrances whatsoever as of the date hereof, except as expressly permitted by the Purchase Agreement.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

TO HAVE AND TO HOLD the same unto Assignee, its successors, heirs and assigns forever.


This Assignment may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has executed this
Assignment as of the ____ day of December, 1994.

ASSIGNOR:

SJL OF MONTANA ASSOCIATED LIMITED
PARTNERSHIP

By: SJL of Montana Corp.

By: 
~~George D. Lilly~~ Robert D. McCurdy
President Vice President

ACCEPTED AND AGREED:

KTVQ COMMUNICATIONS, INC.

By:

Ivan V. Anderson, Jr.
Vice President

IN WITNESS WHEREOF, Assignor has executed this
Assignment as of the ____ day of December, 1994.

ASSIGNOR:

SJL OF MONTANA ASSOCIATED LIMITED
PARTNERSHIP

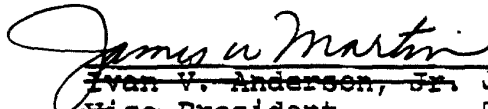
By: SJL of Montana Corp.

By: _____
George D. Lilly
President

ACCEPTED AND AGREED:

KTVQ COMMUNICATIONS, INC.

By:


~~Ivan V. Anderson, Jr.~~ James W. Martin
~~Vice President~~ Treasurer