

11-25-1998



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*Ex. Mail
11-20-98*

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year

- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12271996

Name KSTP-FM, Inc.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization Minnesota

Receiving Party

Mark if additional names of receiving parties attached

Name KSTP-FM Transition Corp.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3415 University Avenue

Address (line 2) _____

Address (line 3) St. Paul

MN

55114

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

11/24/1998 DNGUYEN 00000239 1243157

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1818 FRAME: 0828

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

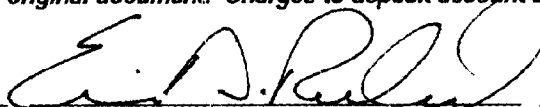
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

Eric D. Paulsrud, Esq.



11/20/98

Name of Person Signing

Signature

Date Signed

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:
"KSTP-FM, INC.", A MINNESOTA CORPORATION,
WITH AND INTO "KSTP-FM TRANSITION CORP." UNDER THE NAME OF "KSTP-FM TRANSITION CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWELFTH DAY OF DECEMBER, A.D. 1996, AT 11:45 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2683679 8100M

AUTHENTICATION: 8239594

960365418

DATE: 12-13-96

TRADEMARK
REEL: 1818 FRAME: 0830

**CERTIFICATE
OF
KSTP-FM TRANSITION CORP.**

I, Kathryn Hubbard Rominski, Secretary of KSTP-FM Transition Corp., a Delaware corporation (the "Corporation"), do hereby certify that the Plan and Agreement of Merger (the "Plan") attached to this Certificate, after having been first duly executed on behalf of the Corporation by its Chairman of the Board of Directors, was duly adopted by the sole stockholder of the Corporation by unanimous consent in lieu of a meeting pursuant to Section 228 of the General Corporation Law of the State of Delaware on December 9, 1996. Said Plan shall be effective on December 27, 1996,

I further certify that I have made this Certificate pursuant to Sections 251(c) and 252(c) of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I have subscribed my name this 10th day of December, 1996.


Kathryn Hubbard Rominski, Secretary

**PLAN AND
AGREEMENT OF MERGER
MERGING
KSTP-FM, INC.,
A MINNESOTA CORPORATION,
INTO
KSTP-FM TRANSITION CORP.,
A DELAWARE CORPORATION**

AGREEMENT made this 9th day of December, 1996, by and between KSTP-FM, Inc., a Minnesota corporation (hereinafter "KSTP-MN"), and KSTP-FM Transition Corp., a Delaware corporation (hereinafter "KSTP-DE" or the "Surviving Corporation"), each of which are hereinafter referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, KSTP-MN, by its Articles of Incorporation, has an authorized capital stock consisting of 1,000,000 shares of common stock, with no par value, of which 1,000 shares of such common stock are now issued and outstanding; and

WHEREAS, KSTP-DE, by its Certificate of Incorporation, has an authorized capital stock consisting of 1,000,000 shares of common stock, with a par value of \$.005 per share, of which 1,000 shares of such common stock are issued and outstanding; and

WHEREAS, KSTP-MN is a wholly-owned subsidiary of Hubbard Broadcasting, Inc., a Minnesota corporation; and

WHEREAS, KSTP-DE is a wholly-owned subsidiary of WTOG-TV, Inc.; and

WHEREAS, WTOG-TV, Inc. is a wholly-owned subsidiary of Hubbard Broadcasting, Inc.; and

WHEREAS, the Boards of Directors of KSTP-MN and KSTP-DE deem it desirable and in the best interest of the respective Constituent Corporations and their stockholders that KSTP-MN be merged into and with KSTP-DE (hereinafter, the "Merger") pursuant to Sections 302A.601 et. seq. of the Minnesota Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows:

1. Merger. The effective date of the Merger shall be December 27, 1996 (the "Effective Date"),

with On the Effective Date, KSTP-MN shall be merged into and with KSTP-DE, which shall survive the Merger.

2. Name of Surviving Corporation. The name of the Surviving Corporation shall be KSTP-FM Transition Corp.

3. Governing Law; Certificate of Incorporation. The laws which shall govern the Surviving Corporation are the laws of the State of Delaware. On the Effective Date of the Merger, the Certificate of Incorporation of KSTP-DE shall be the Certificate of Incorporation of the Surviving Corporation, until the same shall be amended in accordance with the provisions thereof.

4. Bylaws. On the Effective Date of the Merger, the Bylaws of KSTP-DE shall be the Bylaws of the Surviving Corporation, until the same shall be amended in accordance with the provisions thereof.

5. Conversion of Outstanding Securities on Merger. Upon the Effective Date of the Merger, each outstanding share of common stock of KSTP-MN shall be converted into one share of the common stock of the Surviving Corporation and shall immediately thereupon be cancelled.

6. Service of Process upon Surviving Corporation. The Surviving Corporation agrees that it may be served with process in the State of Minnesota in any proceeding for enforcement of any obligation of a Constituent Corporation, as well as for enforcement of the right of a dissenting shareholder of a Constituent Corporation against the Surviving Corporation. The Surviving Corporation hereby irrevocably appoints the Secretary of State of Minnesota as its agent to accept service of process in any such suit or proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Minnesota is:

3415 University Avenue
St. Paul, MN 55114

The Surviving Corporation agrees that it will promptly pay to the dissenting shareholders of KSTP-MN, the Minnesota domiciled Constituent Corporation, the amount, if any, to which they are entitled under Section 302A.473 of the Minnesota Business Corporation Act.

7. Effect of Merger. On the Effective Date of the Merger, KSTP-MN shall cease to exist separately and shall be merged with and into the Surviving Corporation in accordance with the provisions of this Agreement and with the provisions of, and with the effect provided under, the laws of the States of Minnesota and Delaware. As provided therein, on the Effective Date of the Merger, the Surviving Corporation shall possess all of the rights, privileges, powers and franchises as well as of a public or of a private nature, and

being subject to all the restrictions, disabilities and duties of the Constituent Corporations so merged; and all and singular, the rights, privileges, power and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well as for stock subscriptions and all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise, under the laws of Delaware, in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

8. Further Assurances. From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, KSTP-MN will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to, and possession of, all its property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

9. Directors of Surviving Corporation. The directors of the Surviving Corporation shall be the directors of KSTP-DE, who shall serve until their successors shall have been elected and shall have qualified pursuant to the Bylaws of the Surviving Corporation.

10. Officers of Surviving Corporation. The principal officers of the Surviving Corporation shall be the officers of KSTP-DE, who shall serve until their successors shall have been elected and shall have qualified pursuant to the Bylaws of the Surviving Corporation. The Surviving Corporation may have such other officers as shall be provided in its Bylaws.

11. Vacancies. If on the Effective Date of the Merger a vacancy shall exist in the Board of Directors of the Surviving Corporation or in any of the offices specified above by reason of the inability or failure of any of the above persons to accept a directorship in the Surviving Corporation or the office to which he is designated, as the case may be, such vacancy may thereafter be filled in the manner provided in the Bylaws of the Surviving Corporation.

12. Abandonment of Merger. Anything herein contained to the contrary notwithstanding, this Plan and Agreement of Merger may be terminated or abandoned, before the Effective Date of the Merger, by mutual consent of the Boards of Directors of the Constituent Corporations.

13. Counterparts. This Plan and Agreement of Merger may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all such counterparts shall constitute one and the same Plan and Agreement of Merger.