

09-29-1998

02-09-1999



100843463



100961947

Re

MPD 9/17-98

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
06 05 97

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Paloma Broadcasting, Inc. Execution Date
Month Day Year
06 05 97

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of receiving parties attached

Name Miramar Broadcasting Company, L.C.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 409 S. Staples Street

Address (line 2) _____

Address (line 3) Corpus Christi TX 78401
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Texas

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.)

FOR OFFICE USE ONLY

09/25/1998 TTON11 00000169 1850910

01 FC:481 40.00 0P

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. 20503

REEL: 1850 FRAME: 0858

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,850,910"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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:

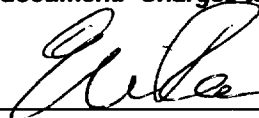
Yes

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.

Elisa P. Rosen



2/4/99

Name of Person Signing

Signature

Date Signed

**BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT**

This Bill of Sale, Assignment and Assumption Agreement ("Agreement") is entered into as of June 5, 1997 (the "Effective Date") between Paloma Broadcasting Company Inc., a Texas corporation ("Seller"), and Miramar Broadcasting Company, L.C., a Texas limited liability company ("Buyer").

Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of January 29, 1997, as amended pursuant to an amendment dated April 7, 1997 (the "Asset Purchase Agreement"). The Asset Purchase Agreement provides that Seller will sell, convey, transfer, assign and deliver to Buyer, and that Buyer will purchase from Seller, certain of the assets of Seller used or useful in connection with the ownership and operation of the Stations (as defined in the Asset Purchase Agreement), which are described in the Asset Purchase Agreement as the "Station Assets," and that Buyer will assume certain liabilities of Seller as provided in Section 3 of the Asset Purchase Agreement (the "Assumed Liabilities"). The Station Assets are more particularly described on attached Exhibit 2.2. The Assumed Liabilities are the liabilities, obligations, and commitments of Seller which first accrue or are to be performed or satisfied after 11:59 p.m., local time, on June 4, 1997, under the Contracts and the Station Licenses which are included in the Station Assets. Accordingly, in order to effectuate such sale and conveyance and such assumption of liabilities, and for and in consideration of the mutual covenants contained in this Agreement and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Buyer and Seller, Buyer and Seller have entered into this Agreement.

1. Seller hereby (i) sells, conveys, transfers, assigns and delivers to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Station Assets, free and clear of all claims, liens and encumbrances, other than Permitted Liens, and (ii) warrants that such assignment and transfer is effective to vest in Buyer good and legal title to the property and assets included in the Station Assets, including, without limitation, the Station Licenses, free and clear of all claims, liens and encumbrances, other than Permitted Liens.

2. Buyer hereby assumes and agrees to pay, perform and discharge in accordance with their terms all of the Assumed Liabilities.

3. Except for the Assumed Liabilities, Buyer is not assuming, and does not assume, any other obligations or liabilities of Seller of any kind or nature, known, unknown, contingent or otherwise, and all such obligations and liabilities not assumed will remain the sole and exclusive responsibility of Seller, unless otherwise agreed in writing by the parties.

4. Nothing in this Agreement is intended to modify, amend or alter in any respect the rights and obligations of the parties under the Asset Purchase Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control, except that the description

of the Station Assets as set forth on attached Exhibit 2.2 of this Agreement shall control any conflict in the description of the Station Assets.

5. Each of the parties to this Agreement agrees to take or cause to be taken such further action, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such further consents, as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Agreement.

6. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except for the parties to the Asset Purchase Agreement and the parties hereto, no person is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties hereto.

7. This Agreement shall be governed by and construed in accordance with, the internal laws, and not the law of conflicts, of the State of Texas.

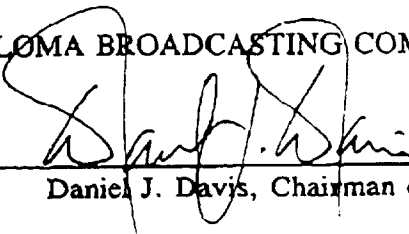
8. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

9. All capitalized terms used in this Agreement and not otherwise defined have the same meanings as defined in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement as of the Effective Date.

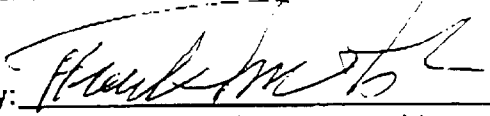
SELLER:

PALOMA BROADCASTING COMPANY, INC.

By: 
Daniel J. Davis, Chairman of the Board

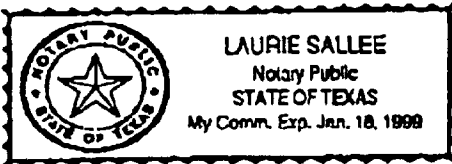
BUYER:

MIRAMAR BROADCASTING COMPANY, L.C.

By: 
T. Frank Smith, Jr., President

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the 5TH day of JUNE, 1997, by Daniel J. Davis, Chairman of the Board of Paloma Broadcasting Company, Inc., a Texas corporation, on behalf of said corporation.

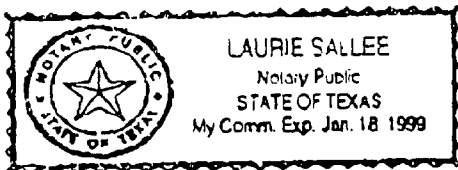


Laurie Sallee

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the 5TH day of JUNE, 1997, by T. Frank Smith, Jr., President of Miramar Broadcasting Company, L.C., a Texas limited liability company, on behalf of said limited liability company.



Laurie Sallee

Notary Public, State of Texas

416/02035-0127/ACC15B84

Schedule 2.2(f)

Trademarks, Trade Names, and Other Intangible Property included in the Station Assets.

1. Certificate of Registration of the service mark "KDF-TV" issued February 11, 1992 by the United States Patent and Trademark Office.
2. Filing Receipts for Trademark Applications for KDFX-TV (Serial Number 74/428870) and KAJA-TV (Serial Number 74/427647).

DOW, LOHNES & ALBERTSON, PLLC
ATTORNEYS AT LAW

ELISA P. ROSEN
DIRECT DIAL 202-776-2812
erosen@dlalaw.com

WASHINGTON, D.C.

1200 NEW HAMPSHIRE AVENUE, N.W. • SUITE 800 • WASHINGTON, D.C. 20036-6802
TELEPHONE 202-776-2000 • FACSIMILE 202-776-2222

ONE RAVINIA DRIVE • SUITE 1600
ATLANTA, GEORGIA 30346-2108
TELEPHONE 770-901-8800
FACSIMILE 770-901-8874

February 4, 1999

VIA HAND DELIVERY

U.S. Patent and Trademark Office
Assignment Division
Box Assignments
CG-4
1213 Jefferson Davis Highway
Suite 320
Washington, D.C. 20231

Attention: Tonya Lee

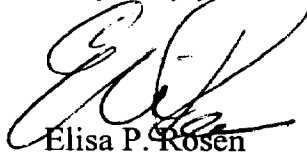
Re: Recordation of Assignment
Assignor: Paloma Broadcasting, Inc.
Assignee: Miramar Broadcasting Company, L.C.
Execution Date: June 5, 1997

Dear Ms. Lee:

As requested in your letter dated January 22, 1999, enclosed for resubmission is a Recordation Form Cover Sheet to record assignment of the KAJA TV service mark registration (Registration No. 1,850,910) from Paloma Broadcasting, Inc. to Miramar Broadcasting Company, L.C. The cover sheet is signed and dated as requested. The check to cover the \$40.00 filing fee was submitted when the Assignment was originally filed on September 17, 1998.

Please record this Assignment with the original filing date of September 17, 1998 and forward the formal Notice of Recordation of Assignment to me. Should any questions arise concerning this filing, please contact me.

Very truly yours,



Elisa P. Rosen

EPR/maa

Enclosure: Signed Recordation Cover Sheet

TRADEMARK
REEL: 1850 FRAME: 0864



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JANUARY 22, 1999

PTAS

DOW, LOHNES & ALBERTSON, PLLC
ELISA P. ROSEN, ESQ.
1200 NEW HAMPSHIRE AVENUE, N.W.
SUITE 800
WASHINGTON, DC 20036-6802



100843463A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

RECEIVED
JAN 21 10:21
BRANCH

DOCUMENT ID NO.: 100843463

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE PERSON SUBMITTING THE DOCUMENT MUST SIGN AND DATE THE DOCUMENT.

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Resubmission Due 2/21/99.