

04-20-2000



101327808

3-23-00

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  
Effective Date  
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)      
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

04/19/2000 DCOATES 00000159 1379599

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

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: 002055 FRAME: 0595

**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.

ANN DI DONATO

Name of Person Signing

*Ann Di Donato*

Signature

11/6/00

Date Signed

## WFSB ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of this 14<sup>th</sup> day of September, 1997, by and between MEREDITH CORPORATION, an Iowa corporation ("Meredith") and POST-NEWSWEEK STATIONS, CONNECTICUT, INC., a Delaware corporation ("Post-Newsweek"). Capitalized terms that are used herein and are not otherwise defined shall have the meaning set forth in the Exchange Agreement (as defined below).

### RECITALS

A. Meredith and Post-Newsweek have entered into an Asset Exchange Agreement dated as of June 2, 1997 (the "Exchange Agreement"), pursuant to which, among other things, (i) Meredith has agreed to transfer, convey, assign and deliver, and Post-Newsweek has agreed to acquire, substantially all of the assets of television station WCPX (TV), Orlando, Florida ("WCPX"), and (ii) Post-Newsweek has agreed to transfer, convey, assign and deliver, and Meredith has agreed to acquire, substantially all of the assets of television station WFSB (TV), Hartford, Connecticut ("WFSB").

B. On the date hereof Meredith and Post-Newsweek are consummating the Closing under the Exchange Agreement.

C. Article 3 of the Exchange Agreement provides, among other things, that, as of the date hereof, (i) Meredith shall assume and undertake to pay, discharge and perform certain liabilities and obligations with respect to the WFSB Assets, and (ii) Post-Newsweek shall assume and undertake to pay, discharge and perform certain liabilities and obligations with respect to the WCPX Assets.

D. Article 12 of the Exchange Agreement contemplates that this Agreement is to be executed and delivered prior to or on the date hereof.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants contained herein and in the Exchange Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Post-Newsweek does hereby transfer, convey, assign and deliver to Meredith all of Post-Newsweek's right, title and interest in and to the WFSB Assumed Contracts (including, without limitation, the WFSB Real Property leases) and the WFSB Licenses (other than the WFSB FCC Licenses which are being assigned to Meredith separately) and the trademarks listed on Exhibit A (together with any goodwill associated therewith), free and clear of any claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever (except for Permitted Liens). Meredith does hereby accept such assignment.

2. Assumption of Liabilities and Obligations. Meredith hereby assumes and undertakes to pay, discharge and perform: (a) any obligation or liability of Post-Newsweek under the WFSB Assumed Contracts, including the collective bargaining agreement referenced on Schedule 7.13 of the Exchange Agreement, to the extent that either (1) the obligations and liabilities relate to the period after the Effective Time or (2) the Closing Payment was increased pursuant to Section 2.8 of the Exchange Agreement as a result of the proration or adjustment of such obligations and liabilities; (b) any liability or obligation to any former employee of Post-Newsweek who has been hired by Meredith, attributable to any period of time on or after the date hereof; (c) any liability or obligation arising out of any litigation, proceeding or claim by any person or entity relating to the business or operations of WFSB or any of the WFSB Assets with respect to any events or circumstances that occur or arise on or after the date hereof; (d) any severance or other liability arising out of the termination of any employee's employment with or by Meredith on or after the date hereof; (e) any duty, obligation or liability relating to any pension, 401(k) or other similar plan, agreement or arrangement provided by Meredith to any employee or former employee of Post-Newsweek on or after the date hereof; and (f) all state and local sales or use taxes (or their equivalent) and transfer taxes or recording fees payable as a consequence of the sale of the WFSB Assets pursuant to the Exchange Agreement. Meredith shall perform all obligations arising out of the WFSB Assets (including the WFSB Assumed Contracts and WFSB Licenses) on or after the date hereof.

3. Exchange Agreement. This Agreement is subject to and controlled by the terms of the Exchange Agreement.

4. Further Assurances. Subject to the terms and conditions of the Exchange Agreement, each party hereto will use commercially reasonable efforts to take, or cause to be taken, all such actions and to do or cause to be done, all things, necessary, proper or advisable under applicable laws and regulations to consummate and make effective the assignment and assumption contemplated hereby, including executing and delivering such additional documents as the other party being advised by counsel shall reasonably request, including, without limitation, the execution and delivery of any and all confirmatory and other instruments.

5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF GEORGIA (WITHOUT REGARD TO THE CHOICE OF LAW PROVISIONS THEREOF).

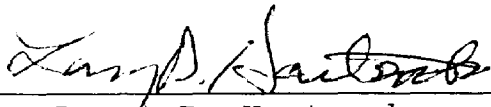
6. Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

[SIGNATURE PAGE FOLLOWS]


SIGNATURE PAGE TO  
WFSB ASSIGNMENT AND ASSUMPTION AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed and delivered by their duly authorized officers as of the day and year first written above.

MEREDITH CORPORATION

By:   
Name: Larry D. Hartsook  
Title: Vice President-Finance

POST-NEWSWEEK STATIONS, CONNECTICUT, INC.

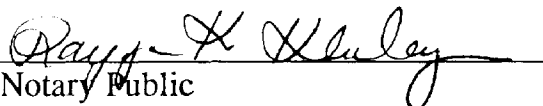
By:   
Name: Catherine R. Nierle  
Title: Vice President, Treasurer

CITY OF WASHINGTON

DISTRICT OF COLUMBIA

Subscribed and sworn to before me this 3<sup>rd</sup> day of September 1997.

(Notary Seal)

  
Notary Public

Rayya K. Khalaf  
Notary Public, District of Columbia  
My Commission Expires May 31, 1999

521533

Exhibit A

TRADEMARKS

Trademarks filed with the Patent & Trademark Office

<u>Mark</u>	<u>Registration No.</u>
WFSB	1, 379, 599