

D

11-16-2000

08-28-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



U.S. Patent & TMO/TM Mail Rpt Dt. #64

101517936

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

8.78 W

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 Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Sinclair Media III, Inc.

Formerly _____

2355016

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization State of Inc.-Maryland

Receiving Party

Mark if additional names of receiving parties attached

Name Entercom Kansas City, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 401 City Avenue

Address (line 2) Suite 409

Address (line 3) Bala Cynwyd
City

PA
State/Country

19004
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Delaware

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.)

11/15/2000 11:48 AM 00000160 2355016

FOR OFFICE USE ONLY

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: 002175 FRAME: 0918

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,355,016"/>	<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.

Jennifer A. Kate

Name of Person Signing

Jennifer A. Kate

Signature

4/28/00

Date Signed

BILL OF SALE AND ASSIGNMENT OF ASSETS

THIS BILL OF SALE AND ASSIGNMENT OF ASSETS is made as of this 20th day of July, 2000, by Sinclair Communications, Inc., Sinclair Media III, Inc. and Sinclair Radio of Kansas City Licensee, LLC (collectively, "Sellers").

WHEREAS, Sellers and Entercom Communications Corp. ("Buyer") are parties to an Asset Purchase Agreement dated as of August 20, 1999, but effective as of August 18, 1999 (the "Purchase Agreement"), pursuant to which Sellers have agreed to sell to Buyer, and Buyer has agreed to purchase from Sellers, the Assets (as defined therein), all in accordance with and subject to the terms and conditions set forth in the Purchase Agreement;

WHEREAS, Buyer has assigned certain of its rights and obligations under the Purchase Agreement related to the Assets to Entercom Kansas City, LLC ("Entercom Kansas City") and Entercom Kansas City License, LLC ("Entercom Licensee" and together with Entercom Kansas City, the "Assignees") as set forth in those certain assignments dated December 10, 1999 (the "Assignments"); and

WHEREAS, all capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement unless otherwise defined herein.

NOW, THEREFORE, for and in consideration of the payment to Sellers of the Purchase Price relating to the Stations pursuant to the Purchase Agreement and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, and pursuant to the terms of the Purchase Agreement, Sellers do hereby sell, assign, transfer, convey and deliver to Buyer and, in respect of the Assets specified in the Assignment to which such Assignee is a party, each Assignee, and Entercom and, in respect of the Assets specified in the Assignment to which such Assignee is a party, each Assignee hereby purchases and accepts from Sellers, all of the Sellers' right, title and interest in, to and under the Assets of the Stations (including any contracts or agreements relating to the Stations that are entered into and any assets that are acquired between the date of the Purchase Agreement and the Closing Date in accordance with the terms therein), including the following:

- a. The Tangible Personal Property;
- b. The Licenses;
- c. The Assumed Contracts;
- d. The Intangibles, including the goodwill of the Stations, if any;
- e. All of Sellers' proprietary information, technical information and data, machinery and equipment warranties, maps, computer discs and tapes, plans, diagrams, blueprints and schematics, including filings with the FCC, in each case to the extent relating to the business and operation of the Stations;

- f. All choses in action of Sellers relating to the Stations to the extent they relate to the period after the Effective Time; and
- g. All books and records relating to the business or operations of the Stations, including executed copies of the Assumed Contracts, and all records required by the FCC to be kept by the Stations.

Notwithstanding anything to the contrary hereinabove or in the Purchase Agreement, specifically excluded from this Bill of Sale and Assignment of Assets are the following:

- (a) the Excluded Assets described in Section 2.2 of the Purchase Agreement; and
- (b) those Assets relating to radio broadcast station KCFX-FM as defined in that certain Asset Purchase Agreement dated May 11, 2000, by and among Buyer, Entercom Kansas City and Entercom Licensee and Susquehanna Radio Corp. which Sellers are conveying directly to Susquehanna Kansas City Partnership, a partnership comprised of Susquehanna Radio Corp. and its wholly owned subsidiaries, pursuant to Section 11.3 of the Purchase Agreement.

THIS BILL OF SALE AND ASSIGNMENT OF ASSETS IS IN ALL RESPECTS SUBJECT TO THE PROVISIONS OF THE PURCHASE AGREEMENT AND THIS BILL OF SALE AND ASSIGNMENT OF ASSETS IS NOT INTENDED IN ANY WAY TO SUPERSEDE, ENHANCE, LIMIT OR QUALIFY ANY PROVISION, REPRESENTATION, WARRANTY OR COVENANT OF THE PURCHASE AGREEMENT.

TO HAVE AND TO HOLD the said described property to Buyer and, in respect of the Assets specified in the Assignment to which such Assignee is party, each Assignee, its successors and assigns, for their exclusive use and benefit forever.

Sellers hereby agree, from and after the date hereof upon the request of Buyer, or any Assignee, to execute such other documents as Buyer or any Assignee may reasonably require in order to obtain the full benefit of this Bill of Sale and Assignment of Assets and Sellers' obligations hereunder.

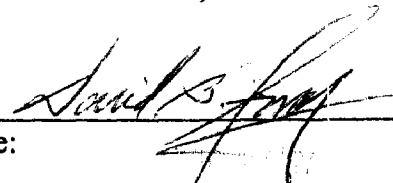
[REST OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale and Assignment of Assets to be duly executed, as of the date first written above.

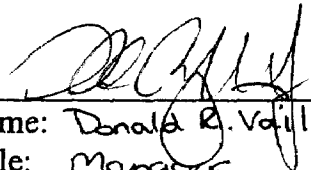
SINCLAIR COMMUNICATIONS, INC.

By: 
Name:
Title:

SINCLAIR MEDIA III, INC.

By: 
Name:
Title:

SINCLAIR RADIO OF KANSAS CITY
LICENSEE, LLC

By: 
Name: Donald R. Vaill, Jr.
Title: Manager