

12-27-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

12-01-2000

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

Name

Execution Date
Month Day Year

Formerly

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

Receiving

Mark if additional names of receiving parties

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

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

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

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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: 002200 FRAME: 0455

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" value="75902206"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2140780"/>	<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.

Mitchell H. Stabbe, Esq.
Name of Person Signing

Mitchell H Stabbe
Signature

Nov. 30, 2000
Date Signed

BILL OF SALE AND ASSIGNMENT OF INTANGIBLE ASSETS

THIS BILL OF SALE AND ASSIGNMENT OF INTANGIBLE ASSETS (this "Assignment") is made this 27th day of March, 2000, by Media General Convergence, Inc., a Virginia corporation ("MGCV"), to Media General Broadcasting of South Carolina Holdings, Inc., a Delaware corporation ("MGBSCH").

WHEREAS, MGCV was formed on March 5, 1998, by its Articles of Incorporation filed with the State Corporation Commission of the Commonwealth of Virginia on that date, and Media General Communications, Inc., a Delaware corporation, owns one hundred percent (100%) of the outstanding capital stock of MGCV;

WHEREAS, MGBSCH was formed on March 4, 1998, by its Certificate of Incorporation filed with the Secretary of State of the State of Delaware on that date, and MGCV owns one hundred percent (100%) of the outstanding capital stock of MGBSCH, and

WHEREAS, MGCV desires to assign and transfer to MGBSCH and MGBSCH desires to accept from MGCV all of MGCV's right, title and interest in and to all the intangible assets acquired in the merger of Spartan Communications, Inc., a South Carolina corporation, including, without limitation, the intangible assets described on Exhibit A attached hereto (the "Intangibles"), with and into MGCV (the "Merger"), which are presently held by MGCV and used or useful in its business, as a contribution to the capital of MGBSCH, effective the date hereof in a transaction structured to qualify for nonrecognition of gain under section 351 of the Internal Revenue Code of 1986, as revised;

NOW, THEREFORE, for valuable consideration paid MGCV, the receipt and sufficiency of which is hereby acknowledged,

MGCV by these presents does assign, transfer, convey and deliver unto MGBSCH, its successors and assigns all of MGCV's right, title and interest in and to the Intangibles. This assignment shall not release MGCV from its obligations and liabilities with respect to the intangibles insofar as they relate to the time period prior to and including the date hereof.

As of and after the date hereof, MGBSCH shall hold all of MGCV's right, title, and interest in the Intangibles. MGBSCH hereby assumes and agrees to pay, satisfy, discharge and perform, all obligations and liabilities of MGCV arising during the time period after the date hereof with respect to the Intangibles.

TO HAVE AND TO HOLD the said described property to MGBSCH, its successors and assigns, for their exclusive use and benefit forever.

MGCV hereby agrees, from and after the date hereof upon the request of MGBSCH, to execute and deliver such other documents as MGBSCH reasonably requests in order to obtain the full benefit of this Assignment.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. In addition, this Assignment may be executed through the use of counterpart signature pages. The signature of any party on any counterpart agreement or signature page shall be deemed to be a signature to, and may be appended to, any other counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed on the date first written above.

MEDIA GENERAL CONVERGENCE,
INC.

By: _____
Name: George L. Mahoney
Title: Secretary

MEDIA GENERAL BROADCASTING OF
SOUTH CAROLINA HOLDINGS, INC.

By: _____
Name: George L. Mahoney
Title: Secretary

EXHIBIT A

Intangible Assets

- newspaper mastheads, trade names, trademarks, service marks, service names, domain names, trademark registrations, and all other intellectual property rights relating thereto, and other and other similar intangible rights and interests, and the goodwill associated therewith, which are used or useful in connection with the business and operations of the newspapers and the stations;
- advertising sales and supplier contracts, advertising service contracts, and all service and feature or other information provider contracts;
- licenses, permits and authorizations issued by the Federal Communications Commission and other agencies of the Federal government;
- network affiliation agreements and other programming agreements; and

contracts, agreements, options, including that certain Option Agreement by and between Pappas Telecasting of the Carolinas and Spartan Communications, Inc. ("Spartan"), to which MGCV became a party by the merger of Spartan with and into MGCV, leases (whether of realty or personalty and including leases of property used in the operations of the newspapers and the stations), and joint venture interests and other interests in non-consolidated entities; but, except with respect to the Option Agreement, not including contracts for the purchase of tangible property (personalty and realty) and contracts for the purchase of inventory and supply items, including purchase price deposits.