

02-15-2001



101615031

Attorney Docket No.: 073471.0006

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Meredith Corporation



2. Name and address of receiving party(ies):

WTVH, Inc.,
980 James Street
Syracuse, NY 13203

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

- ☐ Individual(s) citizenship:
☐ Association:
☐ General Partnership:
☐ Limited Partnership:
☒ Corporation-State: Delaware
☐ Other:

Execution Date: December 23, 1993

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: ☐ Yes; ☐ No

(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

1,355,823

5. Name and address of party to whom
correspondence document should be mailed:

Karol A. Kepchar
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
1676 International Drive
Penthouse
McLean, Virginia 22102
Phone: 703/891-7500
Fax: 703/891-7501

6. Total number of applications and registrations involved: **[1]**

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ **40.00**
— x \$25.00 = \$

☒ Check enclosed for \$40.00

8. Deposit account number:

DO NOT USE THIS SPACE

9. 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.

Karol A. Kepchar

Name of Person

Signing Signature

2/7/01

Date

Total number of pages including cover sheet, attachments and document: **[7]**

WTVH

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into as of December 23, 1993, by and between Meredith Corporation, an Iowa corporation, having its principal place of business at 1716 Locust Street, Des Moines, Iowa 50309-3023 ("ASSIGNOR"), and WTVH, Inc., a Delaware corporation, having its principal place of business at 980 James Street, Syracuse, New York 13203 ("ASSIGNEE").

RECITALS:

WHEREAS, ASSIGNOR is the owner of certain trademarks, service marks and tradenames specified in Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, ASSIGNOR and Granite Broadcasting Corporation, a Delaware corporation ("Granite") and the sole stockholder of Assignee entered into a Purchase and Sale Agreement dated as of June 15, 1993, and amended by a Side Letter dated December 7, 1993, (the "Agreement"), providing for the sale, transfer, conveyance and assignment by ASSIGNOR to: (i) ASSIGNEE of the Broadcasting Assets (as defined in the Agreement) other than the WTVH Licenses (as defined in the Agreement) relating to the operation of television station WTVH and its auxiliary facilities licensed to Seller ("WTVH") including the Trademarks; and (ii) Granite of the WTVH Licenses;

WHEREAS, Granite has assigned its interest in the WTVH
Licenses to ASSIGNEE;

WHEREAS, the Federal Communications Commission has
authorized the assignment of the WTVH Licenses from ASSIGNOR to
Granite and the pro forma assignment of the WTVH Licenses from
Granite to ASSIGNEE;

WHEREAS, in order to evidence ASSIGNEE's acquisition of
ASSIGNOR's right, title and interest in and to the Trademarks,
ASSIGNOR desires to execute this Assignment in favor of ASSIGNEE;

NOW, THEREFORE, in consideration of good and valuable
consideration received by ASSIGNOR from ASSIGNEE, the receipt and
sufficiency of which are hereby acknowledged, the parties hereto
hereby agree as follows:

1. ASSIGNOR hereby assigns and sets over unto ASSIGNEE,
its successors and assigns:

(a) ASSIGNOR's entire right, title and interest in and
to the Trademarks in the United States and in all foreign
countries, whether or not such Trademark has been registered
prior to or after the date of this Assignment, and any and
all renewals and extensions thereof, together with the
goodwill of the business symbolized by such Trademarks; and

(b) All claims, demands and rights of action, both
statutory and based upon common law, that ASSIGNOR has or

might have by reason of any infringement of any Trademark prior to or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action of ASSIGNEE's own name.

2. ASSIGNOR represents and warrants to ASSIGNEE that Schedule A attached hereto contains a complete and correct list of all trademarks owned and/or used in connection with WTVH.

3. ASSIGNOR warrants that, upon request by ASSIGNEE, ASSIGNOR shall execute all papers, instruments, documents and agreements, make all rightful oaths, testify on behalf of ASSIGNEE and do all other lawful acts necessary to carry out the intent of this Assignment, as well as provide such other material, information or assistance as reasonably may be necessary to carry out the intent of this Assignment.

4. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

5. THE VALIDITY INTERPRETATION AND EFFECT OF THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE "CONFLICTS OF LAWS" RULES THEREOF) AND, TO THE EXTENT APPLICABLE, THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND THE RULES AND REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION PROMULGATED THEREUNDER.

6. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern

for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the year and date first above written.

MEREDITH CORPORATION

By: Larry P. Santoro
Vice President Finance

WTVH, INC.

By: W. Don Linnell
President

gms:7

STATE OF NEW YORK
COUNTY OF NEW YORK

)
) ss:
)

The foregoing instrument was acknowledged before me this 23rd
day of December, 1993, by Larry D. Hartsook the Vice
President - Finance of Meredith Corporation, an Iowa corporation, on
behalf of said corporation.

Mary Rose DeAngelis
Notary Public

My commission expires:

MARY ROSE DeANGELIS
Notary Public, State of New York
No. 31-4606477
Qualified in New York County
Term expires December 31, 1995

STATE OF NEW YORK
COUNTY OF NEW YORK

)
) ss:
)

The foregoing instrument was acknowledged before me this 23rd
day of December, 1993, by W. Don Cornwell the President
_____ of WTVH, Inc., a Delaware corporation, on behalf of
said corporation.

Mary Rose DeAngelis
Notary Public

My commission expires:

MARY ROSE DeANGELIS
Notary Public, State of New York
No. 31-4606477
Qualified in New York County
Term expires December 31, 1995

SCHEDULE A

<u>MARK/TRADENAME</u>	<u>Jurisdiction in which Registered</u>	<u>Reg. No.</u>	<u>Date Registered</u>
WTVH	U.S.	1,355,823	8/20/85

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