FORM PTO-1594 (Modified) 1-31-92

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Attorney Docket No.: 073471.0006

101615032

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

3. Nature of conveyance:

[X] Assignment

[] Merger

[] Security Agreement

[] Change of Name

[] Other:

Execution Date: December 23, 1993

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

A. Trademark Application No.(s):

San Joaquin Communications Corporation 5035 East McKinley Avenue Fresno, CA 93779

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

[] Individual(s) citizenship:

[] Association:

[] General Partnership:

[] Limited Partnership:

[X] Corporation-State: California

[] Other:

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)

B. Trademark Registration No.(s):

1,351,023

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. $1 \times 40.00 = 100$ x \$25.00 = \$

[x] 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

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

OMB No. 0651-0011 (exp. 4/94)

02/14/2001 GTON11

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01 FC:481

40.00 DP

TRADEMARK **REEL: 002235 FRAME: 0256**

KSEE

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 San Joaquin Communications Corporation, a California corporation, having its principal place of business at 5035 East McKinley Avenue, Fresno, California 93779 ("ASSIGNEE").

RECITALS:

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

WHEREAS, ASSIGNEE is the holder of Federal Communications
Commission licenses and auxiliary authorizations to operate the
broadcasting station, KSEE-TV;

WHEREAS, ASSIGNOR and Granite Broadcasting Corporation ("Granite"), a Delaware corporation, 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

TRADEMARK REEL: 002235 FRAME: 0257 ranite of all issued and outstanding shares of Common Stock in SSIGNEE;

WHEREAS, the Federal Communications Commission has uthorized the transfer of control of ASSIGNEE from ASSIGNOR to ranite;

WHEREAS, in order to evidence ASSIGNEE's acquisition of SSIGNOR's right, title and interest in and to the Trademarks, which are used in the business of the ASSIGNEE, ASSIGNOR desires a 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 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.
- 3. 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.
- 4. THE VALIDITY INTERPRETATION AND EFFECT OF THIS
 ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF
 CALIFORNIA (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.
- 5. 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.

6. 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

y: ____ President

SAN JOAQUIN COMMUNICATIONS CORPORATION

By: // / President

granite.7e

STATE OF NEW YORK)) ss:
COUNTY OF NEW YORK	;
The foregoing instrument	was acknowledged before me this
day of December, 1993, by	arry D. Hartsuck the Vice Provident -
Finance of Meredith Corpo	ration, an Iowa corporation, on
behalf of said corporation.	
	Notary Public Delas
	My commission expires:
	MARY ROSE DeANGELIS Notary Public, State of New York No. 31-4606477
	Qualified in New York County Term expires December 31, 19_5
STATE OF NEW YORK COUNTY OF NEW YORK) ss:)
The foregoing instrument	was acknowledged before me this
day of December, 1993, by	Phillip A. Jones the
Prosident of San Joaquin Con	mmunications Corporation, a
California corporation, on be	half of said corporation.
	no Por Pulso Notary Agolic
; i	My commission expires:
	MARY ROSE DeANGELIS Notary Public, State of New York No. 31-4508477
* * * * * * * * * * * * * * * * * * *	Qualified in New York County Term expires December 31, 19 f

SCHEDULE A

MARK/TRADENAME	Jurisdiction in which Registered	Req. No.	Date Registered
KSEE	U.S.	1,351,023	7/23/85

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