

03-15-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): NewTex Communications of Fresno, L.P. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Patterson Broadcasting, Inc. Internal Address: Street Address: 200 East Basse Road City: San Antonio State: Texas Zip: 78209 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Asset Purchase Agreement Execution Date: May 4, 1995

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,892,373 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Pamela B. Huff Internal Address: Cox & Smith Incorporated Street Address: 112 East Pecan, Suite 1800 City: San Antonio State: Texas Zip: 78205

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 03/3483 CHARGE \$40.00 FEE (Attach duplicate copy of this page if paying by deposit account)

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. Pamela B. Huff Signature Date 10-30-01

Total number of pages including cover sheet, attachments, and document: 5 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (the "Agreement") is entered into as of May 4, 1995 by and among ASQ Acquisition Corporation, a Delaware corporation ("ASQ"), NewTex Communications of Fresno, L.P., a Delaware limited partnership ("NewTex Fresno") and NewTex Communications of Honolulu, L.P., a Delaware limited partnership ("NewTex Honolulu" and together with NewTex Fresno, the "NewTex Sellers") and Patterson Broadcasting, Inc., a Delaware corporation ("Buyer"). Capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in Exhibit A attached to this Agreement. All Exhibits and the Disclosure Schedule referenced in this Agreement, are attached to this Agreement and constitute a part of this Agreement.

**BACKGROUND**

1. ASQ has the right to acquire, among other things, the Savannah Radio Stations and the Allentown Radio Stations from W. Lawrence Patrick, Trustee (the "Trustee") for Cape Media, Inc., a Massachusetts corporation ("Cape Media").
2. NewTex Fresno owns, among other things, the Fresno Radio Stations.
3. NewTex Honolulu owns, among other things, the Honolulu Radio Stations.
4. ASQ desires to sell to Buyer and Buyer desires to purchase from ASQ the Savannah Radio Stations and the Allentown Radio Stations, as soon as possible after ASQ acquires title to the Savannah Radio Stations and the Allentown Radio Stations.
5. NewTex Fresno desires to sell to Buyer and Buyer desires to purchase from NewTex Fresno the Fresno Radio Stations.
6. NewTex Honolulu desires to sell to Buyer and Buyer desires to purchase from NewTex Honolulu the Honolulu Radio Stations.
7. The sales by ASQ, NewTex Fresno and NewTex Honolulu to Buyer will occur within five (5) business days after Preliminary Approval to all sales becomes a Final Order pursuant to the terms of this Agreement, unless Buyer and Sellers shall otherwise agree with respect to the sale of any individual Radio Station or combination of stations.
8. Accordingly, in order to effectuate such purchases and sales, Sellers and Buyer have entered into this Agreement.

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without limitation, the FCC Licenses) (collectively, the "Licenses"); and

- (vi) all intangible and intellectual personal property including, without limitation, trade names, trademarks, service marks, call letters of Seller's Radio Stations, trade secrets, copyrights, inventions, patents, software, patent applications and rights, engineering designs and production processes, programs, programming materials, music libraries, records and tapes (collectively, the "Intangible Personal Property").

The NewTex Sellers do not have any assets used in, held for use in, related in any way to, or required for, the conduct of the business of the NewTex Sellers Radio Stations which are not set forth in Section 2.1(g) of the Disclosure Schedule except as specifically provided in this Agreement or the Exhibits hereto. Except as disclosed in Section 2.1(g) of the Disclosure Schedule, the NewTex Sellers have delivered to Buyer true and complete copies of all the related Contracts and Licenses and any other documents referenced in Section 2.1(g) of the Disclosure Schedule. To the actual knowledge of ASQ, ASQ does not have any assets used in, held for use in, related in any way to, or required for, the conduct of the business of the ASQ Radio Stations which are not set forth in Section 2.1(g) of the Disclosure Schedule except as specifically provided in this Agreement or the Exhibits hereto. To the actual knowledge of ASQ, except as disclosed in Section 2.1(g) of the Disclosure Schedule, ASQ has delivered to Buyer true and complete copies of all the related Contracts and Licenses (or will deliver prior to Closing) and any other documents referenced in Section 2.1(g) of the Disclosure Schedule.

(h) Title to and Condition of Transferred Assets.

Except for (A) Permitted Liens, and (B) Liens held by the NewTex Sellers, which Liens will be released at or prior to the Closing, the NewTex Sellers have good and marketable title to all of the NewTex Sellers Transferred Assets free and clear of all Liens. Upon consummation of the transactions contemplated by this Agreement, Buyer will acquire good title to, and ownership of, the NewTex Sellers Transferred Assets, free and clear of all Liens except Permitted Liens. There are no pending, or to the actual knowledge of the NewTex Sellers, threatened, condemnation or similar proceedings or assessments affecting the NewTex Sellers Transferred Assets or any part thereof. The operations of the NewTex Sellers Radio Stations have been conducted in compliance, in all material respects, the failure of which to comply would have a material adverse effect on the Transferred Assets, with all applicable laws, rules and regulations including those of the FCC. All of the Owned Real Property and Leased Real Property and improvements thereon relating to the NewTex Sellers Radio Stations are usable in the operations of such Radio Stations (ordinary wear

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SELLERS:

ASQ ACQUISITION CORPORATION

By: [Signature]  
Name: Robert Sherman  
Title: President

NEWTEX COMMUNICATIONS OF PRESNO, L.P.

By: NewTex Radio Management, Inc.,  
General Partner

By: [Signature]  
Name: Robert Sherman  
Title: President

NEWTEX COMMUNICATIONS OF HONOLULU, L.P.

By: NewTex Radio Management, Inc.,  
General Partner

By: [Signature]  
Name: Robert Sherman  
Title: President

BUYER:

PATTERSON BROADCASTING, INC.

By: \_\_\_\_\_  
Name:  
Title:

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SELLERS:

ASQ ACQUISITION CORPORATION

By: \_\_\_\_\_  
Name: Robert Sherman  
Title: President

NEWTEX COMMUNICATIONS OF FRESNO,  
L.P.

By: NewTex Radio Management, Inc.,  
General Partner

By: \_\_\_\_\_  
Name: Robert Sherman  
Title: President

NEWTEX COMMUNICATIONS OF HONOLULU,  
L.P.

By: NewTex Radio Management, Inc.,  
General Partner

By: \_\_\_\_\_  
Name: Robert Sherman  
Title: President

BUYER:

PATTERSON BROADCASTING, INC.

By: James M. Strain  
Name: James M. Strain  
Title: Executive Vice President

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