

RECC
TR

07-11-2002
102150886

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

1. Name of conveying party(ies):

Broadcast Electronics, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: August 2, 1999

2. Name and address of receiving party(ies)

Name: Jones Media Networks, Ltd.
Internal (fka Jones International
Address: Networks, Ltd.)

Street Address: 9697 E. Mineral Avenue

City: Englewood State: CO Zip: 80112

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Colorado
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2149463,
2149143, 2239014, 2271347, 2233272
and 2222915

Additional number(s) attached Yes No

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

Name: Lorri Ellis

Internal Address:

Street Address: 9697 E. Mineral Avenue

City: Englewood State: CO Zip: 80112

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Lorri Ellis

Name of Person Signing

Signature

July 2, 2002

Date

8

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/11/2002 TBIAZI 0000011 2149463

01 FC:461
02 FC:462

40.00 OP
125.00 OP

**GENERAL ASSIGNMENT, BILL OF SALE
AND ASSUMPTION AGREEMENT**

This GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT is made this 2nd day of August, 1999, by and between Broadcast Electronics, Inc., a Rhode Island corporation ("BEI"), and Jones International Networks, Ltd., a Colorado corporation ("Jones"). References in this Agreement to BEI shall mean BEI, its subsidiaries and affiliates.

RECITAL

A. Pursuant to a certain Agreement dated as of June 15, 1999 (the "Agreement"), BEI has agreed to sell, convey, assign, transfer and deliver to Jones all of BEI's right, title and interest in and to BEI's radio programming business conducted through its Broadcast Programming Division (the "Division") located in Seattle, Washington (the "Assets").

B. Pursuant to the Agreement, Jones has agreed to assume certain liabilities.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties provide and agree as follows:

1. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. **Transfer of Assets.** (i) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BEI hereby sells, conveys, assigns, transfers and delivers to Jones and its successors and assigns forever all of BEI's right, title and interest in and to all of the assets and properties of the Division (other than the Excluded Assets, as defined below), whether real, personal, tangible or intangible of the Assets. The Assets include, without limitation, the following:

(a) All prepaid expenses and security deposits (the "Prepaid Expenses") (except for prepaid expenses or premiums relating to insurance policies);

(b) All contracts, contract rights, talent agreements, programming agreements, radio affiliate agreements, agreements to provide services to third parties and all other agreements and arrangements, whether similar or dissimilar

(the "Contracts") (it being acknowledged and agreed that, with respect to the Contracts listed in Schedule 7(e) of the Agreement, BEI shall only transfer, and Jones shall only accept and assume, those rights and obligations that relate to the providing of format services or that are otherwise solely performed by the Division and shall not accept and assume any obligations with respect to equipment furnished by BEI);

(c) All customer, advertiser and radio station affiliate lists;

(d) All furniture, fixtures, leasehold improvements, computer hardware, computer software and websites;

(e) All interests in and to any leased real property;

(f) All rights in and to all radio programming, all Intellectual Property (as defined in Section 2(q) of the Agreement) and goodwill;

(g) All accounts receivable (the "Accounts Receivable");

(h) All music libraries, radio program libraries, video libraries and production test equipment (the "Inventory");

(i) All files, data, books and records related to or with respect to the Division and the Assets; and

(j) All rights in and to the names "Broadcast Programming", "Broadcast Programming Division", "Delilah" and "Delilah After Dark", as well as the Internet names Delilah, Nashville Nights, Neon Nights and all other Internet names listed on Schedule 1(a)(x) of the Agreement, and any derivations from or variations thereof.

(ii) Notwithstanding the foregoing, BEI does not hereby sell or assign to Jones, and Jones does not hereby purchase or accept assignment from BEI of, the following properties and assets of BEI, which are hereby retained by BEI and are expressly excluded from the transfer of the Assets (collectively, the "Excluded Assets"):

(a) All cash and cash equivalents;

(b) Any and all contracts, plans, contributions, funds or trusts arising out of or related to any pension plan, deferred compensation plan, profit sharing plan, 401(k) plan, or other employee benefit plan or arrangement;

(c) Minute Books of BEI;

- (d) Proceeds of any litigation;
- (e) Any tax refund;
- (f) All rights of BEI in and to any insurance policies;
- (i) All furniture, equipment, computer hardware, software and all other personal property located on the premises of the Division and used exclusively by BEI's customer sales and service employees, all as set forth in Schedule 1(c)(vii) of the Agreement; and
- (j) Any receivable with respect to so-called "digilease" transactions.

3. **Assumption of Liabilities.** Jones hereby assumes and undertakes to pay, discharge and perform when due, in accordance with the Agreement, all of the liabilities and obligations of BEI to be performed after the date hereby which are (or in the case of (a) and (b), below, were):

(a) All liabilities of the Division for any amounts advanced to the Division by customers of the Division as of June 15, 1999 and arising in the ordinary course of the business of the Division between June 15, 1999 and the date hereof ("Customer Advances");

(b) All liabilities and obligations of the Division in respect of the Contracts, including that Asset Purchase Agreement between Astro Communications, LLC and Broadcast Electronics, Inc. dated December 19, 1996 regarding the program entitled "Delilah After Dark" hosted by Delilah Rene Ortega (the "Astro Agreement"), and the Leased Real Property and all other contracts and agreements of BEI that relate to the Division arising in the ordinary course of the business of the Division between June 15, 1999 and the date hereof; and

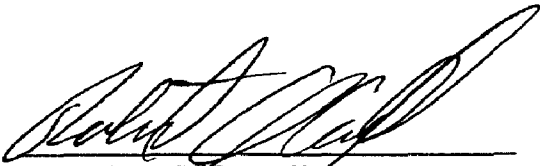
(c) All liabilities and obligations of the Division existing as of the date hereof for accrued but unpaid vacation and sick leave with respect to the employees of the Division (the "Employee Related Liabilities");

provided, however, that Jones does not hereby assume or become liable for, and BEI shall retain and remain responsible for all liabilities and obligations that do not constitute the Assumed Liabilities or which are specifically excluded from assumption by the terms of the Agreement, including the Excluded Liabilities.

4. **Effective Date.** This General Assignment, Bill of Sale and Assumption Agreement shall be deemed to have taken effect on August 2, 1999.

IN WITNESS WHEREOF, the parties have executed and delivered this General Assignment, Bill of Sale and Assumption Agreement as of the date first referenced above.

BROADCAST ELECTRONICS, INC.,
a Rhode Island corporation

By: 
Name: Robert J. Carroll
Title: Vice President

JONES INTERNATIONAL
NETWORKS, LTD., a
Colorado corporation

By: _____
Jay B. Lewis
Group Vice President

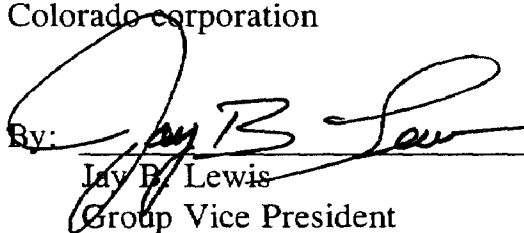
5. **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the State of Colorado without giving effect to its conflict of laws principles.

IN WITNESS WHEREOF, the parties have executed and delivered this General Assignment, Bill of Sale and Assumption Agreement as of the date first referenced above.

BROADCAST ELECTRONICS, INC.,
a Rhode Island corporation

JONES INTERNATIONAL
NETWORKS, LTD., a
Colorado corporation

By: _____
Name: _____
Title: _____

By: 
Jay B. Lewis
Group Vice President