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03-05-2003

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



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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): SJL Northeast, LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Limited Liability Company-Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: West Virginia Media Holdings, LLC
Internal
Address: Suite 300
Street Address: 13 Kanawha Boulevard, West
City: Charleston State: WV Zip: 25321
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Limited Liability Company-Delaware
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
Execution Date: February 20, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,004,515
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John J. Giblin
Internal Address: Bowles Rice McDavid Graff & Love, PLLC
Street Address: Post Office Box 1386
City: Charleston State: WV Zip: 25325

7. Total fee (37 CFR 3.41).....\$ 40.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 023292
(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.
John J. Giblin Name of Person Signing
John J. Giblin Signature
October 24, 2002 Date

Total number of pages including cover sheet, attachments, and document: 19

10/29/2002 LMUELLER 00000293 023292 2004515
01 FC:8521 40.00 CH

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

TRADEMARK REEL: 002683 FRAME: 0616

Instrument of Assignment of Proprietary Rights

INSTRUMENT OF ASSIGNMENT dated as of May 1, 2002, by and among SJL NORTHEAST, LLC, a Delaware limited liability company ("SJL"), SJL NORTHEAST LICENSE SUBSIDIARY, LLC, a Delaware limited liability company ("License Subsidiary") and, collectively with SJL, the "Sellers" and each a "Seller", and WEST VIRGINIA MEDIA HOLDINGS, LLC, a Delaware limited liability company ("WVMH" or the "Purchaser"). Capitalized terms used herein without definition shall have the respective meanings assigned to them in the Agreement (as defined below).

WHEREAS, Sellers, Television Acquisition III, LLC and Purchaser have entered into an Asset Purchase Agreement dated as of February 20, 2002 (as amended, the "Agreement"), pursuant to which, among other things, Sellers have agreed to convey to Purchaser the Proprietary Rights, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the applicable Law of all jurisdictions.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and in the Agreement, and pursuant to the Agreement, Sellers and Purchaser hereby agree as follows:

1. Effective Date. Notwithstanding anything to the contrary contained herein (including the date hereof) or in the Agreement, this Instrument of Assignment of Proprietary Rights shall be delivered and shall become effective only as of the consummation of the Closing and shall not under any circumstances be interpreted or construed as having been delivered or having become effective as of any time earlier than the Closing Date. If the Closing has not occurred prior to the termination of the Purchase Agreement, this Instrument of Assignment of Proprietary Rights shall be of no force or effect.

2. Assignment. Pursuant to Section 2.1 of the Agreement, SJL does hereby sell, assign, transfer, convey and deliver to Purchaser the Proprietary Rights, free and clear of all Encumbrances other than Permitted Encumbrances and those Encumbrances set forth on Schedule 4.5(b) and Schedule 4.5(g) to the Agreement.

3. Controlling Agreement. This Instrument of Assignment of Proprietary Rights is in accordance with, and is subject to, all of the representations, warranties, covenants, agreements, exclusions, terms, conditions and indemnities set forth in the Agreement, including, without limitation, all limitations thereon. Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge and agree that nothing contained herein shall alter, modify, expand or limit the rights and Liabilities of the parties with respect to the transactions contemplated hereby from the rights and Liabilities of the parties set forth in the Agreement.

4. Governing Law. THIS INSTRUMENT OF ASSIGNMENT OF PROPRIETARY RIGHTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WEST VIRGINIA (BUT NOT THE LAWS PERTAINING TO CHOICE OF LAW) AS TO ALL MATTERS, INCLUDING BUT NOT LIMITED TO MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES.

5. Severability. Any provision of this Instrument of Assignment of Proprietary Rights that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by applicable law) not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, in the event of any such determination the effect of which is to affect materially and adversely any party, the parties shall negotiate in good faith to modify this Instrument of Assignment of Proprietary Rights so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled and consummated to the maximum extent possible.

6. Counterparts. This Instrument of Assignment of Proprietary Rights may be executed in one or more counterparts which, when taken together, shall constitute a single instrument.

7. Other Provisions. This Instrument of Assignment of Proprietary Rights shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. The headings herein are for convenience only and will not control or affect the meaning or construction of the provisions of this Instrument of Assignment of Proprietary Rights.

[Signature Page Follows]

IN WITNESS WHEREOF, each Seller has caused this Instrument of Assignment of Proprietary Rights to be dated as of the date first above written and effective as set forth herein.

SJL NORTHEAST, LLC

By: Roy F. Coppedge III
Name: Roy F. Coppedge III
Title: Vice President

SJL NORTHEAST LICENSE SUBSIDIARY, LLC

By: Roy F. Coppedge III
Name: Roy F. Coppedge III
Title: Vice President

Accepted by:

WEST VIRGINIA MEDIA HOLDINGS, LLC

By: _____
Name: Albert Bray Cary, Jr.
Title: President and CEO

IN WITNESS WHEREOF, each Seller has caused this Instrument of Assignment of Proprietary Rights to be dated as of the date first above written and effective as set forth herein.

SJL NORTHEAST, LLC

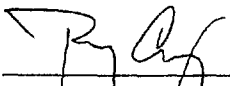
By: _____
Name: Roy F. Coppedge III
Title: Vice President

SJL NORTHEAST LICENSE SUBSIDIARY, LLC

By: _____
Name: Roy F. Coppedge III
Title: Vice President

Accepted by:

WEST VIRGINIA MEDIA HOLDINGS, LLC

By:  _____
Name: Albert Bray Cary, Jr.
Title: President and CEO

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of February 20, 2002, by and among SJL NORTHEAST, LLC, a Delaware limited liability company ("SJL"), SJL NORTHEAST LICENSE SUBSIDIARY, LLC, a Delaware limited liability Company ("License Subsidiary" and, collectively, with SJL, the "Sellers" and each, a Seller"), WEST VIRGINIA MEDIA HOLDINGS, LLC, a Delaware limited liability company ("WVMH"), and TELEVISION ACQUISITION III, LLC, a West Virginia limited liability company ("TA3" and, collectively, with WVMH, the "Purchaser" and each of TA3 and WVMH, a "Purchaser").

WITNESSETH:

WHEREAS, the Sellers own and operate television station WOWK-TV, Huntington, West Virginia (the "Station").

WHEREAS, the Purchaser desires to purchase from the Sellers, and the Sellers desire to sell to the Purchaser, substantially all of the assets of the Station (excluding cash, accounts receivable and certain non-operating assets), and, in connection therewith, the Purchaser agrees to assume certain liabilities relating primarily to the business and operations of the Station (the "Business") all upon the terms and subject to the conditions set forth herein (the "Asset Purchase").

WHEREAS, the prior consent of the United States Federal Communications Commission and certain other third parties is required to permit the consummation of the Asset Purchase.

WHEREAS, the Sellers and the Purchaser desire to make certain representations, warranties, covenants and agreements in connection with the Asset Purchase and the other transactions contemplated hereby, all as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, promises and agreements hereinafter set forth, the mutual benefits to be gained by the performance of such covenants, promises and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions. For all purposes under this Agreement, the following terms shall have the respective meanings set forth below:

(a) "Accounts Receivable" means the rights of the Sellers as of the Closing Date to payment for the sale of advertising time and other goods and services by the Business prior to the Effective Time, together with all other accounts receivable, notes receivable and other receivables of the Sellers arising prior to the Effective Time.

(b) "Action" means any claim, action, suit or proceeding, arbitral action, governmental inquiry, criminal prosecution or other investigation.

(c) "Affiliate" means any "affiliate" as defined in Rule 144(a)(1) promulgated under the Securities Act of 1933, as amended, any successor statute thereto, and the rules and regulations promulgated thereunder.

(d) "Barter Agreements" means each Contract between the Seller and a third party for the sale of air time on the Station in exchange for goods and services used for the benefit of the Station.

(e) "Benefit Plans" means any employment, bonus, incentive compensation, deferred compensation, pension, profit sharing, retirement, stock purchase, stock option, stock ownership, stock appreciation rights, phantom stock, equity (or equity-based), leave of absence, layoff, vacation, day or dependent care, legal services, cafeteria, life, health, medical, accident, disability, workmen's compensation or other insurance, severance, separation, termination, change of control or other benefit plan, agreement (including any collective bargaining agreement), practice, policy or arrangement, whether written or oral, and whether or not subject to ERISA (including, without limitation, any "employee benefit plan" within the meaning of Section 3(3) of ERISA), which either Seller sponsors, maintains, has any obligation to contribute to, has Liability under or to which it is otherwise a party and which covers or otherwise provides benefits to any of its employees or former employees (or their dependents and beneficiaries) (with respect to their relationship with the Business).

(f) "Business Day" means any weekday (Monday through Friday) other than days on which commercial banks in New York, New York are authorized or obligated by Law or executive order to be closed.

(g) "CBS Affiliation Agreement" means, collectively, the Affiliation Agreement dated as of May 24, 1995 between CBS Television Network, a Division of CBS Inc., and Gateway Communications, Inc., the letter agreement dated May 24, 1995 from CBS Television Network, a Division of CBS Inc., to Gateway Communications, Inc., the letter agreement dated September 23, 1998 from CBS Affiliate Relations, an Operating Unit of CBS Corporation, to Gateway Communications, Inc. and the letter agreement dated December 8, 2000 from CBS Affiliate Relations, a Unit of CBS Broadcasting Inc., to SJL Communications, LP.

(h) "Collection Period" means the period beginning on the Closing Date and ending on the date that is six (6) months after the Closing Date.

(i) "Communications Act" means the Communications Act of 1934, as amended, any successor statute thereto, and all rules, regulations and written policies of the FCC promulgated thereunder.

(j) “Contract” means any legally binding contract, agreement, indenture, note, bond, instrument, lease, conditional sales contract, mortgage, non-governmental license, non-governmental franchise agreement, non-governmental concession agreement, insurance policy, security interest, guaranty, binding commitment or other agreement or arrangement, whether written or oral.

(k) “Debt Commitment Letters” means the commitment letter dated February 15, 2002 from United National Bank to WVMH, the commitment letter dated February 19, 2002 from Branch Banking & Trust Co. to WVMH and the commitment letter dated January 17, 2002 from West Virginia University Foundation to WVMH, all related to the transactions contemplated hereby.

(l) “Effective Time” means 12:01 a.m. on the Closing Date.

(m) “Encumbrance” means any claim, liability, security interest, pledge, mortgage, lien, pledge, charge, condition, adverse claim of ownership or use, restriction on transfer (such as a right of first refusal or other similar right), defect of title, or other encumbrance of any kind or character.

(n) “Environmental Law” means any Law pertaining to land use, air, soil, surface water, groundwater (including the protection, cleanup, removal, remediation or damage thereof), wetlands, public or employee health or safety or any other environmental matter, including, without limitation, the following laws as in effect as of the Closing Date: (i) Clean Air Act (42 U.S.C. § 7401, et seq.); (ii) Clean Water Act (33 U.S.C. § 1251, et seq.); (iii) Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.); (iv) Comprehensive Environmental Resource Compensation and Liability Act (42 U.S.C. § 9601, et seq.); (v) Safe Drinking Water Act (42 U.S.C. § 300f, et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); (vii) Rivers and Harbors Act (33 U.S.C. § 401, et seq.); (viii) Endangered Species Act (16 U.S.C. § 1531, et seq.); (ix) Occupational Safety and Health Act (29 U.S.C. § 651, et seq.); (x) Hazardous Material Transportation Act (49 U.S.C. § 1801, et seq.); (xi) any similar or applicable environmental State Laws; and (xii) any other Laws relating to Hazardous Materials or Hazardous Materials Activities.

(o) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, any successor statute thereto, and the rules and regulations promulgated thereunder.

(p) “Escrow Agent” means Branch Banking & Trust Co., Charleston, West Virginia.

(q) “FCC” means the United States Federal Communications Commission, and any successor agency thereto.

(r) “FCC Consent” means the Consent and other actions of the FCC granting its consent to the assignment of the FCC Licenses by the License Subsidiary to WVMH in accordance with the terms hereof.

(s) "FCC Licenses" means those licenses, permits and authorizations issued by the FCC to either of the Sellers in connection with the Business (together with any renewals, extensions, modifications or additions thereto between the date hereof and the Closing Date).

(t) "Final Order" means action by a Governmental Authority as to which (i) no request for stay by such Governmental Authority of the action is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it has passed; (ii) no petition for rehearing or reconsideration of the action is pending before such Governmental Authority, and the time for filing any such petition has passed; (iii) such Governmental Authority does not have the action under reconsideration on its own motion and the time for such reconsideration has passed; and (iv) no appeal to a court, or request for stay by a court, of such Governmental Authority's action is pending or in effect, and, if any deadline for filing any such appeal or request is designated by statute or regulation, it has passed.

(u) "GAAP" means generally accepted accounting principles in the United States.

(v) "Governmental Authority" means any government, any governmental entity, department, commission, board, agency or instrumentality, and any court, tribunal, or judicial body, in each case whether federal, state, county, provincial, local or foreign.

(w) "Governmental Order" means any statute, rule, regulation, order, judgment, injunction, decree, stipulation or determination issued, promulgated or entered by any Governmental Authority of competent jurisdiction.

(x) "Hazardous Material" means any radioactive, toxic, hazardous, or dangerous material or substance that is prohibited or regulated by any Environmental Law or that has been designated by any Governmental Authority to be radioactive, toxic, hazardous or otherwise a danger to health, reproduction or the environment, including but not limited to asbestos, petroleum, radon gas, radioactive matter, PCBs, oils, hydrocarbons, photographic chemicals and products and other pollutants and contaminants.

(y) "Hazardous Materials Activity" means the handling, transportation, transfer, recycling, storage, use, treatment, manufacture, investigation, removal, remediation, release, exposure of others to, sale or other distribution of any Hazardous Material or any product containing a Hazardous Material.

(z) "HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

(aa) "Income Tax" means any federal, state, county or local income, franchise, business profits or other similar Tax measured by net income, any withholding or estimated Tax related thereto, any interest and penalties (civil or criminal) thereon or additions thereto.

(bb) "Intellectual Property" means (i) any United States and foreign patents, patent applications, patent disclosures and improvements thereto, (ii) United States and foreign trademarks, copyrights, service marks, trade dress, logos, trade names, domain names, databases and corporate names, the goodwill associated therewith, and the registrations and applications for

registration thereof, (iii) United States and foreign copyrights, and the registrations and applications for registration thereof, and (iv) any goodwill associated with any of the foregoing.

(cc) "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, any successor statute thereto, and the rules and regulations promulgated thereunder.

(dd) "IRS" means the United States Internal Revenue Service, and any successor agency thereto.

(ee) "Knowledge of the Seller," "known to the Seller" and phrases of similar import means, with respect to any matter in question relating to the Business or the Sellers, if Messrs. Barry Baker, Roy F. Coppedge III, George D. Lilly, Robert D. McCurdy or the General Manager of the Station has actual knowledge of such matter.

(ff) "Law" means any federal, state, county, provincial, local or foreign statute, law, ordinance, regulation, rule, code or rule of common law.

(gg) "Liability" means any direct or indirect debt, obligation or liability of any kind or nature, whether accrued or fixed, absolute or contingent, determined or determinable, matured or unmatured, and whether due or to become due, asserted or unasserted, or known or unknown.

(hh) "License" means any franchise, approval, permit, construction permit, order, authorization, consent, license, registration or filing, certificate, variance and any other similar right issued by, obtained from or filed with any Governmental Authority, including, without limitation, the Federal Aviation Administration, and the FCC Licenses.

(ii) "License Assets" means all Licenses that are part of the Purchased Assets, including the Station Licenses and the Business Licenses, all Proprietary Rights that are part of the Purchased Assets and all rights of the Sellers in and to the call letters "WOWK-TV".

(jj) "Losses" means any claims, losses, Liabilities, damages, penalties, costs and expenses.

(kk) "Option Agreement" means the Option Agreement dated November 13, 2001 among the Sellers and WVMH.

(ll) "Material Adverse Effect" means any change or effect that is materially adverse to the assets, properties, operations, business, financial or other condition and/or results of operations of the Business, taken as a whole, except for any such changes or effects resulting directly or indirectly from (i) the transactions contemplated by this Agreement, (ii) the announcement or other disclosure of the transactions contemplated by this Agreement, (iii) regulatory changes, or (iv) changes in conditions generally applicable to the television broadcasting industry, or in general economic conditions in the geographic regions in which the Business is conducted.

(mm) "Non-License Assets" means all Purchased Assets, other than the License Assets.

(nn) "Permitted Encumbrances" means (i) liens for taxes not yet due and payable; (ii) landlords' liens; (iii) liens for property taxes not delinquent; (iv) statutory liens that were created in the ordinary course of business, except to the extent they arise from Excluded Liabilities; (v) restrictions or rights required to be granted to Governmental Authorities or otherwise imposed by Governmental Authorities under applicable Law; (vi) zoning, building or similar restrictions relating to or affecting property; (vii) all matters of record as of the date hereof and those matters disclosed in Schedule 1.1 hereto; (viii)(A) encumbrances on the Owned Real Property and Leased Real Property, currently of record as of the date hereof and (B) other encumbrances on the Owned Real Property and Leased Real Property, in either case that do not materially affect the current use and enjoyment thereof in the operation of the Purchased Assets; and (ix) the Assumed Liabilities. Notwithstanding the foregoing, "Permitted Encumbrances" shall not include (a) Encumbrances on the Purchased Assets that secure amounts owed by the Sellers or any of their members to their creditors for indebtedness for borrowed money, which are not discharged and released simultaneously with the Closing, (b) state or Federal tax liens for taxes which are past due, (c) judgment liens, or (d) mechanics' liens.

(oo) "Person" means any individual, general, limited or limited liability partnership, firm, corporation, limited liability company, association, trust, estate, joint venture, unincorporated organization or other entity.

(pp) "Program License Agreements" means any Business Contract granting rights to broadcast programming on the Station.

(qq) "Proprietary Rights" means any (i) Intellectual Property, (ii) trade secrets and confidential business information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, research and development information, technical information and data, software, databases, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information and any goodwill associated with the Business or any of the foregoing), (iii) copies and tangible embodiments thereof (in whatever form or medium), and (iv) licenses granting any rights with respect to any of the foregoing.

(rr) "Purchase Price Deposit Amount" means the Purchase Price Deposit, plus all interest and income accrued in respect thereof.

(ss) "Purchaser Documents" means, collectively, the (i) the Bill of Sale, (ii) the Assignment and Assumption, (iii) the Assignment of Proprietary Rights, and (iv) the Assignment of Station Licenses.

(tt) "Required Consents" means those Consents marked with an asterisk ("*") on Schedule 4.3.

(uu) "Sellers Documents" means, collectively, the (i) the Warranty Deed(s), (ii) the Bill of Sale, (iii) the Assignment and Assumption, (iv) the Assignment of Proprietary Rights, and (v) the Assignment of Station Licenses.

(vv) "Subsidiary" means (unless otherwise indicated), with respect to a Person, any other Person (i) in which such first-named Person has a direct or indirect equity or other ownership interest in excess of fifty percent (50%), or (ii) with respect to which such first-named Person has the ability to elect or nominate a majority of the board of directors or similar governing body.

(ww) "Tangible Personal Property" means all machinery, equipment, tools, vehicles, furniture, office equipment, plant, inventory, spare parts and other tangible personal property owned or held by the Sellers that is used or useful solely in the conduct of the Business, together with any additions thereto between the date hereof and the Closing Date.

(xx) "Tax" means any federal, state, county, provincial, local or foreign income, gross receipts, windfall profits, sales, use, license, ad valorem, employment, withholding, severance, transfer, gains, profits, capital, excise, franchise, property, production, capital stock, premium, minimum and alternative minimum or other taxes, fees, levies, duties, assessments or charges of any kind or nature whatsoever imposed by any Governmental Authority (whether payable directly or by withholding), together with any interest, penalties (civil or criminal), additions to, or additional amounts (and any inherent penalties (civil or criminal), addition or additional in respect thereof), imposed by, any Governmental Authority with respect thereto, and any expenses incurred in connection with the determination, settlement or litigation of any Liability therefor.

(yy) "Tax Return" means a report, return, declaration, statement, estimated tax or other information required to be supplied to a Governmental Authority with respect to any Tax.

(zz) "Trade Agreements" means any Contract for the sale of advertising time on the Station in exchange for goods or services other than Program License Agreements.

1.2 Certain Additional Definitions. For all purposes of and under this Agreement, the following terms shall have the respective meanings ascribed thereto in the respective sections of this Agreement set forth opposite each such term below:

Term	Section
Agreement	Preamble
Arbitrators	2.3(b)(v)
Asset Purchase	Recitals
Assignment and Assumption	3.2(a)(iii)
Assignment of Proprietary Rights	3.2(a)(iv)
Assignment of Station Licenses	3.2(a)(v)
Assumed Employee	6.10(a)
Assumed Liabilities	2.2(b)
Barter Agreements	4.7(a)
Bill of Sale	3.2(a)(ii)

Term	Section
Business	Recitals
Business Contract(s)	2.1(b)(ii)
Business Employee(s)	4.9
Business License(s)	2.1(b)(iii)
Cash Equivalents	2.1(c)(i)
Claimant	9.3(a)
Closing	3.1(a)
Closing Date	3.1(a)
Collection Period	6.12(a)
Collective Bargaining Agreement	6.10(h)
Confidentiality Agreement	6.7
Consents	4.3
Conversion Plan	6.13
Digital Conversion	6.13
Digital Expense Increase	2.3(b)(i) -
Digital Expenses	6.13
Digital Waiver	6.13
DOJ	6.4
Estimated Proration Statement	2.3(b)(ii)
Estimated Purchase Price	2.3(a)
Excluded Assets	2.1(c)
Excluded Liabilities	2.2(c)
Final Purchase Price	2.3(b)(v)
Final Proration Statement	2.3(b)(iii)
Financial Statements	4.12(a)
FTC	6.4
Indemnifying Party	9.3(a)
Independent Accountant	2.3(b)(v)
Latest Balance Sheet	4.12(a)
Latest Balance Sheet Date	4.12(a)
Lease(s)	4.5(a)
Leased Real Property	4.5(a)
License Subsidiary	Recitals
Material Business Contract(s)	4.7(a)

Term	Section
NABET	6.10(h)
Notice of Disagreement	2.3(b)(iv)
Owned Real Property	5.6
Preliminary Purchase Price	2.5(a)
Purchase Price	2.3(a)
Purchased Assets	2.1(b)
Purchaser	Preamble
Risk of Loss	10.13
Seller(s)	Preamble
Settled Claim	9.3(b)
Short Term Agreement	4.7(a)
Station Licenses	2.1(b)(vi)
TA3	Recitals
Termination Date	8.1(d)
Warranty Deeds	3.2(a)(i)
WVMH	Recitals

Capitalized terms used, but not defined, herein have the meaning ascribed thereto in the Option Agreement.

ARTICLE II

PURCHASE AND SALE ASSETS

2.1 Purchase and Sale of Purchased Assets.

(a) Purchase and Sale. Upon the terms and subject to the conditions set forth herein, at the Closing, the Purchaser shall purchase and acquire from the Sellers, and the Sellers shall irrevocably sell, convey, transfer, assign and deliver to the Purchaser, free and clear of all Encumbrances other than Permitted Encumbrances and those Encumbrances set forth on Schedule 4.5(b) and Schedule 4.5(g) hereto, all the Sellers' right, title and interest in and to the Purchased Assets (as defined below), together with any additions thereto between the date of this Agreement and the Closing Date acquired in accordance with the provisions of this Agreement, but excluding assets disposed of between the date of this Agreement and the Closing Date in accordance with the provisions of this Agreement and the Excluded Assets.

(b) Definition of Purchased Assets. For all purposes of and under this Agreement, the term "Purchased Assets" shall mean, refer to and include all of the Sellers' right, title and interest in and to all tangible and intangible assets, properties and rights, other than the Excluded Assets, which are reflected on the Latest Balance Sheet or are owned, used or held for

use by the Sellers as of the Closing Date solely to conduct the Business, including, without limitation, all right, title and interest of the Sellers in and to all such real property (including, without limitation, the Owned Real Property set forth on Schedule 4.5(a) hereto), and any leaseholds and sub-leaseholds therein (including, without limitation, leases for the Leased Real Property set forth on Schedule 4.5(a) hereto), buildings, towers, antennae, structures, improvements, fixtures, furnishings and other fittings thereon and additions, replacements and alterations thereto, and easements, rights-of-way, and other appurtenances thereto, all tangible personal property (whether or not located on the Sellers' premises and including, without limitation, the tangible personal property set forth on Schedule 4.5(g) hereto) including all machinery, equipment and tools, furniture and furnishings, computers and computer supplies, office materials and supplies, automobiles, trucks and other vehicles, cameras, transmitters, antennas, spare parts, inventories of any kind or nature, office materials and supplies, manufactured and purchased goods, all prepaid assets and expenses, and all books, records, employment records (except to the extent prohibited by applicable Law), production records, filings with the FCC, ledgers, files, documents, correspondence, customer, supplier, advertiser, circulation and other lists, invoices and sales data, creative, advertising and other promotional materials, studies, reports, and other printed or written materials or data, and specifically including, without limitation, the following:

(i) Proprietary Rights (including, without limitation, the Intellectual Property set forth on Schedule 4.6(a) hereto), goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the applicable Laws of all jurisdictions;

(ii) Contracts to which any Seller is a party or by which the assets or properties of the Business are bound (each, a "Business Contract" and, collectively, "Business Contracts") (including, without limitation, the Material Business Contracts set forth on Schedule 4.7(a) hereto with the exception of item 6 listed thereon), and all rights thereunder;

(iii) Licenses owned or possessed by the Sellers used or necessary for the conduct of the Business, other than the Station Licenses (each, a "Business License" and, collectively, the "Business Licenses");

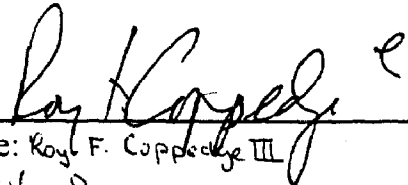
(iv) any and all refunds of Taxes relating to the operation of the Business on or after the Closing Date;

(v) Actions, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment of any kind or nature (including, without limitation, any such item relating to Taxes other than Income Taxes that relate to the sale of the Purchased Assets) relating to the Purchased Assets or the Assumed Liabilities with respect to which the Purchase Price is increased as a result of the adjustment or proration of such assets pursuant to Section 2.3(b) hereof;

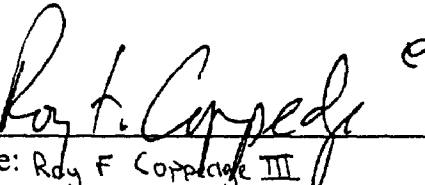
(vi) The FCC Licenses and other Licenses, including, but not limited to those listed on Schedule 4.8 hereto (the "Station Licenses"), and any rights of the Sellers in and to the call letters "WOWK-TV";

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized officer as of the date first above written.

SJL NORTHEAST, LLC

By: 
Name: Roy F. Coppedge III
Title: Vice President

SJL NORTHEAST LICENSE SUBSIDIARY, LLC

By: 
Name: Roy F. Coppedge III
Title: Vice President

WEST VIRGINIA MEDIA HOLDINGS, LLC

By: _____
Name:
Title:

TELEVISION ACQUISITION III, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized officer as of the date first above written.

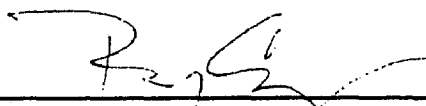
SJL NORTHEAST, LLC

By: _____
Name:
Title:

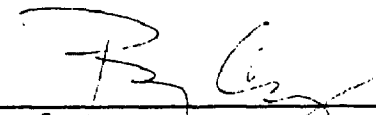
SJL NORTHEAST LICENSE SUBSIDIARY, LLC

By: _____
Name:
Title:

WEST VIRGINIA MEDIA HOLDINGS, LLC

By:  _____
Name: Bray Cary
Title: President and CEO

TELEVISION ACQUISITION III, LLC

By:  _____
Name: Bray Cary
Title: President and CEO

Intellectual Property

1. The disclosures of Schedule 2.1(c)(x) are hereby incorporated by reference and made a part of this Schedule 4.6(a) for all purposes.
2. Off the shelf computer software is used in the ordinary course of operating the Business.
3. Microsoft Windows NT Workstation and Server Client Access Licenses are listed on Attachment 1 of this Schedule 4.6(a).
4. License Agreement dated February 1, 2000 between Newsroom Solution, Inc. and SJL Northeast, LLC, as successor in interest to Gateway Communications, Inc.
5. Agreement for Sale of Equipment and License to Use Software dated July 16, 1999 between Baron Services Inc. and SJL Northeast, LLC, as successor in interest to Gateway Communications, Inc.
6. License Agreement dated January 12, 1998 between Competitive Media Reporting and SJL Northeast, LLC, as successor in interest to Gateway Communications, Inc.
7. Production Agreement dated June 1, 2000 between Paul Turner Productions, Inc. and SJL Northeast, LLC, as successor in interest to Gateway Communications, Inc.
8. Performance License Agreement dated January 3, 2000 between Dingtowntown Music and SJL Northeast, LLC, as successor in interest to Gateway Communications, Inc.
9. CNN Interactive Local Link License dated April 29, 1998 between CNN, Inc. and SJL Northeast, LLC, as successor in interest to Gateway Communications, Inc.
10. Licensing Agreement dated December 31, 1999, between First Com Music and SJL Northeast, LLC, as successor in interest to Gateway Communications, Inc.
11. ASCAP Local Station Blanket Television License dated January 1, 2000 between the American Society of Composers, Authors and Publishers and SJL Northeast, LLC, as successor in interest to Gateway Communications Inc.
12. License Agreement dated March 6, 1998 between Columbine JDS Systems, Inc. and SJL Northeast, LLC, as successor in interest to Gateway Communications Inc.
13. License Agreement dated July 10, 1997 between Columbine JDS Systems, Inc. and SJL Northeast, LLC, as successor in interest to Gateway Communications Inc.

Corporate Names, Logos, Trademarks and Tradenames

1. Servicemarks:
 - a. WOWK-TV®
 - b. "Live. Local. Late Breaking." (Unregistered)

2. Domain Names:
 - a. stormtracker13.com
 - b. wowkdt.com
 - c. wowk-dt.com
 - d. wowktv.com
 - e. wowk-tv.com
 - f. wowktv.net
 - g. wowk-tv.net