

06-18-2003

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Form PTO-1594
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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):
Jefferson-Pilot Communications Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of **North Carolina**
 Other

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

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

Name: **Jefferson-Pilot Communications Company of Colorado**
Street Address: **1095 S. Monaco Parkway**
City/State/zip: **Denver, Colorado 80224**

Individual(s) citizenship-
 Association-State of
 General Partnership-State of
 Limited Partnership-State of
 Corporation-State of **North Carolina**
 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

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,401,585

Additional number(s) attached? Yes No

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

Mitchell H. Stabbe
Dow, Lohnes & Albertson P.L.L.C.
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, DC 20036

Atty. Docket No.: **04021.0005**

6. Total number of applications and registrations involved: **one**

7. Total fee (37 CFR 3.41) **\$40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number (please charge any additional fees that may be required to the deposit account):
50-1699

(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.

Mitchell H. Stabbe *Mitchell H. Stabbe* **June 13, 2003**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office,
P.O. Box 1450, Alexandria, Virginia 22313-1450

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THIS AGREEMENT, made and entered into this 1st day of January, 2003, by and between JEFFERSON-PILOT COMMUNICATIONS COMPANY ("JPCC") AND JEFFERSON-PILOT COMMUNICATIONS COMPANY OF COLORADO ("JP-CO"),

WITNESSETH THAT

WHEREAS, JPCC is the owner of all of the issued and outstanding capital stock of JP-CO; and

WHEREAS, JPCC desires to contribute certain assets and assign or delegate certain liabilities and obligations to JP-CO, and JP-CO desires to accept said assets and assume said liabilities and obligations,

NOW, THEREFORE, in consideration of \$10 and other good and valuable consideration paid by JP-CO:

1. Transfer of Tangible Personal Property. JPCC does hereby sell, assign and transfer unto JP-CO, its successors and assigns, all of its right, title and interest in the tangible personal property owned by it on the date hereof and used or useful in the business and operation of JPCC's Denver CO market radio stations (KKFN, KYGO-FM, KCKK, KQKS, and KJCD) (the "Stations"), TO HAVE AND TO HOLD, all right, title, and interest in said assets to JP-CO AND JP-CO's successors and assigns forever.
2. Assignment of FCC Licenses. JPCC does hereby assign unto JP-CO, its successors and assigns, JPCC's main and all other FCC licenses used or useful in the business and operation of the Stations.
3. Assignment of Intellectual Property. JPCC does hereby assign unto JP-CO, its successors and assigns, all its trademarks, service marks, copyrights, and other intellectual property used or useful in the business and operation of the Stations.
4. Assignment and Assumption of Leases, Contracts, and Agreements. JPCC does hereby assign and transfer unto JP-CO, its successors and assigns, all of JPCC's right, title and interest in and to those leases, contracts and agreements used or useful in the business and operation of the Stations. JP-CO, by its execution below,

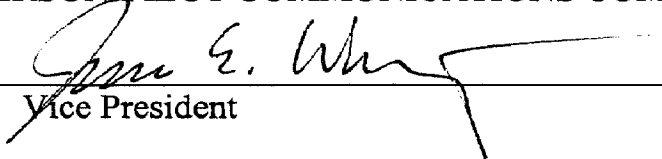
accepts such assignment and assumes and agrees to pay, perform and discharge JPCC's contractual obligations under said leases, contracts and agreements.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, each by its officer duly thereunto authorized, all as of the date first above written.

JEFFERSON-PILOT COMMUNICATIONS COMPANY

By:  _____
Senior Vice ~~President~~

JEFFERSON-PILOT COMMUNICATIONS COMPANY OF COLORADO

By:  _____
Vice President