

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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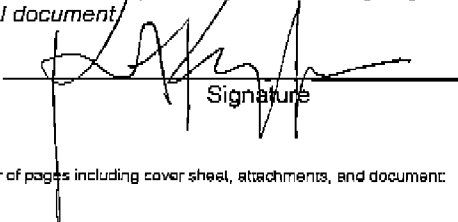
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): RJR Communications, Inc <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-MN <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: KBJR, Inc. Internal Address: Street Address: 246 Lake Avenue South City: Duluth State: Minnesota Zip: 55802 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation -DE <input type="checkbox"/> Other <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address (es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: August 16, 2001	

4. Application number(s) or registration number(s): A. Trademark Application No.(s): N/A	B. Trademark Registration No.(s) 2,064,864 Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5. Name and address of party to whom correspondence concerning document should be mailed: Name: Karol A. Kepchar Internal Address: AKIN GUMP STRAUSS HAUER & FELD LLP Street Address: 1676 International Drive, Penthouse City: McLean State: VA Zip: 22102	6. Total number of applications and registrations involved: <div style="border: 1px solid black; width: 30px; text-align: center; margin: 5px;">1</div> 7. Total fee (37 CFR 3.41)..... \$40.00 <input type="checkbox"/> Enclosed (check) <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 50-2310 - The PTO is authorized to charge any additional fees which may be due. <small>(Attach duplicate copy of this page if paying by deposit account)</small>
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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 Signing	 Signature	December 12, 2003 Date
Total number of pages including cover sheet, attachments, and document: 14		

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

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State of Delaware
Office of the Secretary of State

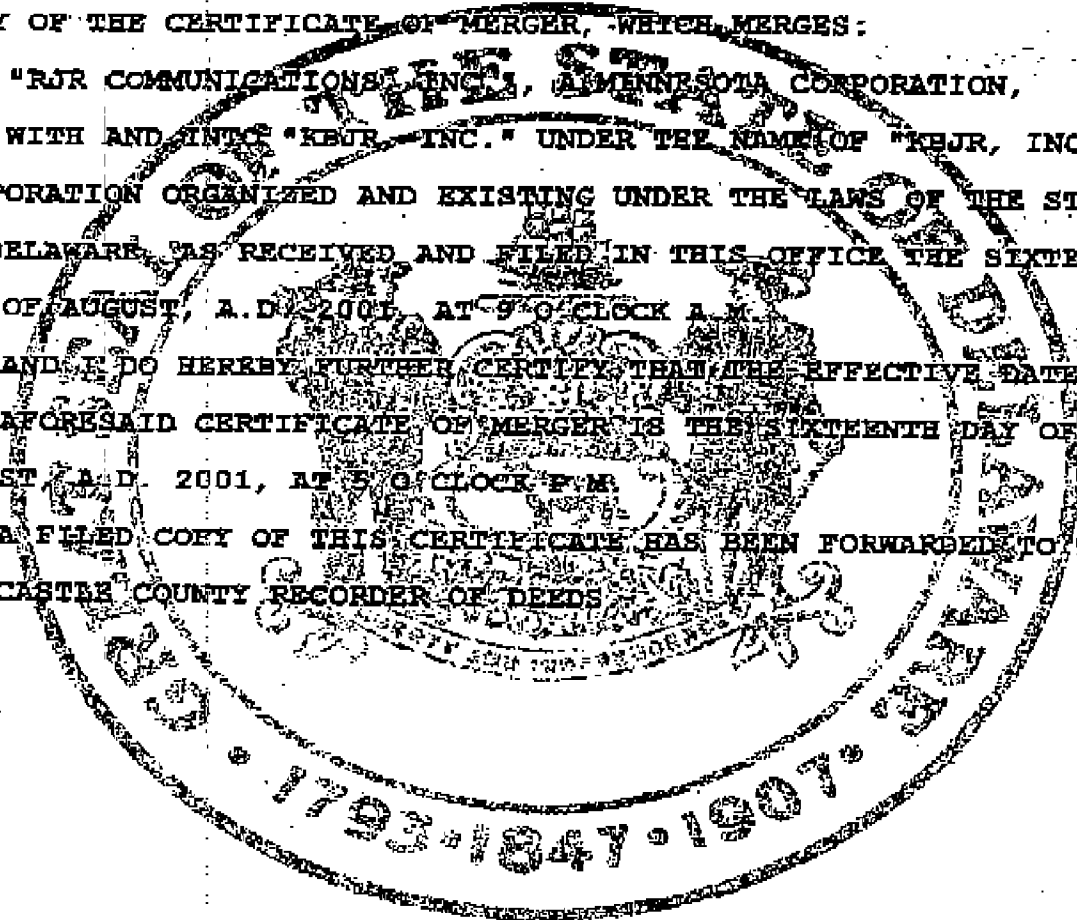
PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"RJR COMMUNICATIONS, INC.", A MINNESOTA CORPORATION, WITH AND INTO "KBUR, INC." UNDER THE NAME OF "KBJR, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE SIXTEENTH DAY OF AUGUST, A. D. 2001, AT 9 O'CLOCK A. M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE SIXTEENTH DAY OF AUGUST, A. D. 2001, AT 5 O'CLOCK P. M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1298039

DATE: 08-16-01

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STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 09:00 AM 08/16/2001
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**CERTIFICATE OF MERGER
 OF
 RJR COMMUNICATIONS, INC.
 AND
 KBJR, INC.**

It is hereby certified that:

FIRST: The name and jurisdiction of organization of each of the constituent corporations that is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Organization</u>
RJR Communications, Inc.	Minnesota
KBJR, Inc.	Delaware

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware, to wit, by RJR Communications, Inc. in accordance with the laws of the State of Minnesota and by KBJR, Inc. in the same manner as is provided in Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation in the merger herein certified is KBJR, Inc. (sometimes referred to herein as the "Surviving Corporation"), which will continue its existence as said Surviving Corporation under its present name upon the effective date of said merger pursuant to the provisions of the General Corporation Law of the State of Delaware.

FOURTH: The Certificate of Incorporation of KBJR, Inc., as now in force and effect, shall continue to be the Certificate of Incorporation of said Surviving Corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

FIFTH: The executed Agreement and Plan of Merger between the aforesaid constituent corporations is on file at an office of the aforesaid Surviving Corporation, the address of which is c/o Granite Broadcasting Corporation, 767 Third Avenue, 34th Floor, New York, New York 10017.

SIXTH: A copy of the aforesaid Agreement and Plan of Merger will be furnished by the aforesaid Surviving Corporation, on request, and without cost, to any stockholder of either of the aforesaid constituent corporations.

SEVENTH: The authorized capital stock of RJR Communications, Inc. consists of 25,000 shares of common stock, par value \$10.00 per share.

EIGHTH: The effective time and date of the merger herein certified in the State of Delaware shall be 5:00 p.m. E.D.T. on the 16th day of August, 2001.

[SIGNATURE PAGE FOLLOWS]

Dated: August 16, 2001

KBJR, INC.

By: *Lawrence I. Wills*
Name: Lawrence I. Wills
Title: Vice President

2L-959

State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: RJR COMMUNICATIONS, INC.
DE: KBJR, INC.

State of Formation and Name of Surviving Entity:

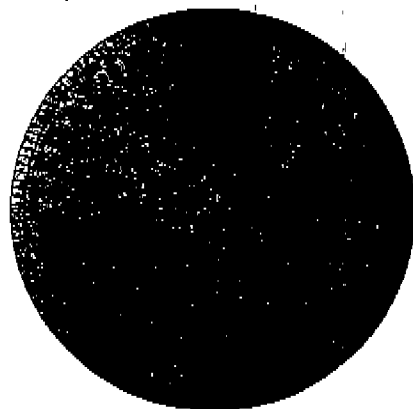
DE: KBJR, INC.

Effective Date of Merger: August 16, 2001 4:00 PM CDT

Name of Surviving Entity After Effective Date of Merger:

KBJR, INC.

This certificate has been issued on: August 16, 2001



Mary Kiffmeyer
Secretary of State.

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**ARTICLES OF MERGER
OF
RJR COMMUNICATIONS, INC.
AND
KBJR, INC.**

To the Secretary of State
State of Minnesota

Pursuant to the provisions of the Minnesota Business Corporation Act governing the merger of a domestic corporation for profit into a foreign corporation for profit, the corporations hereinafter named do hereby adopted the following Articles of Merger.

1. The names of the merging corporations are RJR Communications, Inc., which is a corporation for profit organized under the laws of the State of Minnesota, and which is subject to the provisions of the Minnesota Business Corporation Act, and KBJR, Inc., which is a corporation for profit organized under the laws of the State of Delaware.

2. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging RJR Communications, Inc. with and into KBJR, Inc. as set forth in a resolution approved by the affirmative vote of a least a majority of the Board of Directors of RJR Communications, Inc.

3. The Agreement and Plan of Merger has been approved by RJR Communications, Inc. pursuant to Chapter 302A, Minnesota Statutes.

4. The laws of the jurisdiction of organization of KBJR, Inc. permit the merger of a corporation for profit of another jurisdiction with and into a corporation for profit of the jurisdiction of organization of KBJR, Inc.; and the merger of RJR Communications, Inc. with and into KBJR, Inc. is in compliance with the laws of the jurisdiction of organization of KBJR, Inc.

5. KBJR, Inc. will continue its existence as the surviving corporation under its present name pursuant to the provisions of the laws of the jurisdiction of its organization.

6. KBJR, Inc. does hereby agree that it may be served with process in the State of Minnesota in a proceeding for the enforcement of an obligation of RJR Communications, Inc. and KBJR, Inc. and in a proceeding for the enforcement of the rights of a dissenting shareholder of RJR Communications, Inc. and KBJR, Inc. against KBJR, Inc.; does hereby irrevocably appoint the Secretary of State of the State of Minnesota as its agent to accept service of process in any proceeding; and does hereby agree that it will promptly pay to the dissenting shareholders of RJR Communications, Inc. and KBJR, Inc. the amount, if any, to which they are entitled under the provisions of Section 302A.473 of the Minnesota Business Corporation Act with respect to the rights of dissenting shareholders.

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7. The address to which process may be forwarded is c/o Granite Broadcasting Corporation, 767 Third Avenue, 34th Floor, New York, New York 10017.

8. The merger of RJR Communications, Inc. with and into KBJR, Inc. shall become effective in the State of Minnesota when these Articles of Merger are filed with the Secretary of State of the State of Minnesota.

9. The merger of RJR Communications, Inc. with and into KBJR, Inc. shall become effective in the State of Minnesota at 4:00 p.m. C.D.T. on the 16th day of August, 2001.

[SIGNATURE PAGE FOLLOWS]

I certify that I am authorized to execute the document and I further certify that I understand that by signing this document, I am subject to the penalties of perjury as set forth in section 609.48 of the Minnesota Statutes as if I had signed this document under oath.

Dated: August 16, 2001

RJR COMMUNICATIONS, INC.

By: Lawrence I. Wills
Name: Lawrence I. Wills
Title: Vice President

I certify that I am authorized to execute the document and I further certify that I understand that by signing this document, I am subject to the penalties of perjury as set forth in section 609.48 of the Minnesota Statutes as if I had signed this document under oath.

Dated: August 16, 2001

KBJR, INC.

By: Lawrence I. Wills
Name: Lawrence I. Wills
Title: Vice President

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "*Agreement*"), dated as of April 24th, 2001, between KBJR, Inc., a Delaware corporation ("*KBJR*"), and RJR Communications, Inc., a Minnesota corporation ("*RJR*").

WITNESSETH:

WHEREAS, Granite Broadcasting Corporation, a Delaware corporation (the "*Shareholder*"), owns all of the issued and outstanding shares of common stock, par value \$10.00 per share, of RJR ("*RJR Common Stock*") and all the issued and outstanding shares of common stock, par value \$.01 per share, of KBJR ("*KBJR Common Stock*"); and

WHEREAS, RJR owns all of the issued and outstanding capital stock of KBJR License, Inc., a Delaware corporation ("*KBJR License*"), and 60% of the issued and outstanding capital stock of Channel 11 License, Inc., a Delaware corporation (together with KBJR License, "*Licensees*"); and

WHEREAS, the respective Boards of Directors of RJR and KBJR have approved, and deem it advisable and in the best interests of their respective corporations and the Shareholder to consummate, the merger (the "*Merger*") of RJR with and into KBJR pursuant to the provisions of the Minnesota Business Corporation Act and the Delaware General Corporation Law (the "*DGCL*") on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the agreements set forth herein, the parties hereto hereby agree as follows:

ARTICLE I

The Merger

Section 1.01 The Merger. RJR shall be merged with and into KBJR, and KBJR shall be the surviving corporation and continue to exist under and be governed by the DGCL (as the survivor, such corporation is hereinafter referred to as the "*Surviving Corporation*"). The Merger shall be effective as of the date of filing of the Certificate of Merger at the office of the Secretary of State of the State of Delaware or at such later time as is agreed by RJR and KBJR and specified in the Certificate of Merger (the "*Effective Time*").

Section 1.03 Certificate of Incorporation. The Certificate of Incorporation of KBJR, as in effect immediately prior to the Effective Time, shall become the Certificate of Incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law.

Section 1.04 Bylaws. The Bylaws of KBJR, as in effect immediately prior to the Effective Time, shall become the Bylaws of the Surviving Corporation until thereafter amended in accordance with applicable law.

Section 1.05 Directors. The Board of Directors of KBJR immediately prior to the Effective Time shall, at the Effective Time, become the Board of Directors of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified.

Section 1.06 Officers. The officers of KBJR immediately prior to the Effective Time shall, at the Effective Time, become the officers of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified.

Section 1.07 Name. At the Effective Time, the name of the Surviving Corporation shall remain KBJR, Inc.

ARTICLE II

Effect of Merger

Section 2.01 Cancellation of RJR Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof (a) each share of RJR Common Stock, issued and outstanding as of the Effective Time, shall be cancelled without consideration, and (b) each share of KBJR Common Stock, issued and outstanding as of the Effective Time, shall remain outstanding and shall continue to represent one issued share of KBJR Common Stock.

Section 2.02 Transfer, Conveyance and Assumption. At the Effective Time and for all purposes, the separate existence of RJR shall cease and shall be merged with and into KBJR which, as the Surviving Corporation, shall thereupon and thereafter possess all the rights, privileges, powers, immunities and franchises and be subject to all the restrictions, disabilities and duties of RJR. The rights, privileges, powers, immunities and franchises (whether of a public or private nature) of RJR, and all property (real, personal and mixed), all debts due on whatever account, all causes of action and all and every other interest of or belonging to or due to RJR shall continue and be taken, and deemed to be transferred to and vested in KBJR, without further act or deed. The title to any real estate, or any interest therein, vested in RJR shall not revert or be in any way impaired by reason of such Merger. KBJR shall thenceforth be responsible and liable for all the liabilities and obligations of RJR, and to the extent permitted by law, any claim existing, or action or proceeding pending, by or against RJR may be prosecuted as if the Merger had not taken place, or KBJR may be substituted in the place of such corporation. Neither the rights of creditors nor any liens upon the property of RJR shall be impaired by the Merger and all debts, liabilities and duties of RJR shall attach to KBJR, and may be enforced against KBJR to the same extent as if said debts, liabilities and duties had been incurred or contracted by KBJR.

Section 2.03 Further Assurances. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (i) to vest, perfect or confirm, of record or otherwise, in the

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Surviving Corporation, title to and possession of any property or right of RJR or KBJR, as the case may be, acquired or to be acquired by reason of, or as a result of, the Merger, or (ii) otherwise to carry out the purposes of this Merger Agreement, each of RJR and KBJR and its respective proper officers and directors shall be deemed to have granted hereby to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to, and the possession of, such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, and the proper officers and directors of the Surviving Corporation are hereby fully authorized in the name of RJR or KBJR or otherwise to take any and all such action.

ARTICLE III

Representations and Warranties

Section 3.01 Approval of Merger Agreement.

(a) RJR represents and warrants that this Agreement has been duly authorized, executed and delivered by RJR, constitutes the valid and binding agreement of RJR and is enforceable against RJR in accordance with its terms.

(b) KBJR represents and warrants that this Agreement has been duly authorized, executed and delivered by KBJR, constitutes the valid and binding agreement of KBJR and is enforceable against KBJR in accordance with its terms.

ARTICLE IV

FCC Consent; Termination

Section 4.01 FCC Consent. This Agreement is entered into subject to approval by the Federal Communications Commission ("FCC") and shall be void unless the FCC approves the Agreement and consents to the pro forma transfer of control of all FCC licenses held by Licensees.

Section 4.02 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(a) by mutual written consent of KBJR and RJR; or

(b) by either KBJR or RJR, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining RJR or KBJR from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

Section 4.03 Effect of Termination. If this Agreement is terminated pursuant to Section 4.02, this Agreement shall become void and of no effect with no liability on the part of either

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party hereto.

ARTICLE V

Miscellaneous

Section 5.01. Amendments: No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by KBJR and RJR.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 5.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between KBJR and RJR, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between KBJR and RJR with respect to the subject matter hereof.

Section 5.03 Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

Section 5.04 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law principles.

Section 5.05 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute, collectively, one and the same document.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

RJR COMMUNICATIONS, INC.,
a Minnesota corporation

By: *Lawrence I. Wills*
Name: Lawrence I. Wills
Title: Vice President

KBJR, INC.,
a Delaware corporation

By: *Lawrence I. Wills*
Name: Lawrence I. Wills
Title: Vice President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

AUG 15 2001

Mary Hoffmeyer
Secretary of State