

6-13-03 RECOR TR.

06-27-2003



102484723

To the Honorable Commissioner of Patents and Trademarks

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

KRXY Radio, Inc.

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

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

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

Name: **Jefferson-Pilot Communications Company**
 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
- Security Agreement
- Other
- Merger
- Change of Name

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

00000123 1401585

40.00 DP

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.)

06/26/2003 DBYRNE
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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.

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

STATE OF COLORADO
COUNTY OF JEFFERSON

ASSIGNMENT OF LICENSES
AND OTHER INTANGIBLES

KRXY Radio, Inc., a Delaware corporation duly qualified to conduct business in Colorado ("Assignor"), for \$10 and other good and valuable consideration paid to it, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign and transfer unto **Jefferson-Pilot Communications Company**, a North Carolina corporation duly qualified to conduct business in Colorado ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the following:

1. The licenses, permits and authorizations of the Federal Communications Commission issued to Assignor with respect to Lakewood, Colorado stations KRXY(AM) and KRXY-FM (the "Stations"), including (without limitation) those licenses and authorizations identified in Schedule 4 to the Asset Purchase Agreement entered into between Assignor and Assignee as of August 20, 1992 (the "Agreement");
2. All trademarks, copyrights, service marks or other similar rights used or useful in the business and operation of the Stations, including (without limitation) those identified in Schedule 5 to the Agreement;
3. The computer programs and program licenses identified in Schedule 5 to the Agreement;
4. All other licenses, permits or authorizations issued to Assignor by any government regulatory agency or authority with respect to the business and operation of the Stations; and
5. The goodwill associated with the Stations.

Assignor hereby reaffirms its warranties with respect to the foregoing properties, rights and licenses, as set out in the Agreement, and makes said warranties again at and as of the date hereof.

THIS the 20th day of January, 1993.

KRXY Radio, Inc.

By: Francis Garcia
(Vice) President

Attest:

Arda E. Pearce
(Assistant) Secretary

KRXY SOFTWARE INVENTORY

January 12, 1993

Qty	Description
=====	
	DOS...
3	MicroSoft ver 3.1 (License Envelopes)
1	MicroSoft ver 5.0 Upgrade Kit (Original Disks/Manual)
1	Compaq DOS (Original Manuals)
1	Epson Equity LT 286 DOS 4.01 (bundled with machine/Manuals)
1	Epson Equity LT 286 Memory Manager (Original Disks/Manuals)
	Lotus...
2	Lotus 123 Release 2.01 (Original Disks/Manuals)
1	Lotus 123 Release 1A (Original Disks/Manuals)
2	Always Lotus Add-on (Original Disks/Manuals)
	Ventura (Desktop Publisher)...
1	Ventura Publisher 2.0 (Original Disks/Manuals)
1	Ventura Publisher 3.0 (Original Disks/Manuals)
5	Bitstream Fontware Font Disks For Ventura (Original Disks)
	Q&A
1	Q&A Wordprocessor 3.0 (Original Manuals)
	Misc...
2	IBM Guide to Operations (Original Disks/Manuals)
1	Intel Abovebaord (Original Disks/Manuals)
1	Best Products Fixed Asset System (Original Disks/Manuals)
1	IBM Basic 3.0 Reference (Original Manual)
1	Olivetti Wordprocessor Disks (Original Disks)