

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

Tab settings

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

1. Name of conveying party(ies):

B. Radio, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Paxson Communications of Tallahassee

Internal

Address:

Street Address: 200 East Basse Road

City: San Antonio State: TX Zip: 78209

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- 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 Bill of Sale and Assignment of Asse
- Merger
- Change of Name

Execution Date: 09/13/1996

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1536804

Additional number(s) attached Yes No

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

Name: Pamela B. Huff

Internal Address: Cox & Smith Incorporated

Street Address: 112 East Pecan Street

Suite 1800

City: San Antonio State: TX Zip: 78205

6. Total number of applications and registrations involved:

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

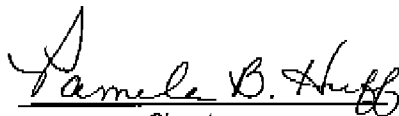
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DO NOT USE THIS SPACE

9. Signature.

Pamela B. Huff

Name of Person Signing



Signature

7-2-04

Date

5

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

EXHIBIT A
TO COVER SHEET DATED JULY 2, 2004

Item 1: Name and Addresses of Conveying Part(ies)

Parties:

B. Radio, Inc., a Florida corporation (listed on cover sheet)
2615 E. 15th Street
Panama City, FL 32403

Boss Radio Group, Inc., a Florida corporation
2615 E. 15th Street
Panama City, FL 32403

Item 2: Name and Address of Receiving Part(ies)

The full name of the receiving party is:

Paxson Communications of Tallahassee, Inc., a Florida corporation

BILL OF SALE AND ASSIGNMENT OF ASSETS

THIS BILL OF SALE AND ASSIGNMENT OF ASSETS is made as of September 13, 1996, by B. Radio, Inc., a Florida corporation ("BR"), and Boss Radio Group, Inc., a Florida corporation ("BRG") (BR and BRG shall be referred to herein collectively as the "Sellers").

WHEREAS, Sellers and FAXSON COMMUNICATIONS OF TALLAHASSEE, INC., a Florida corporation ("Buyer"), have entered into an Asset Purchase Agreement dated as of May 13, 1996 (the "Purchase Agreement"), pursuant to which Sellers have agreed to sell to Buyer, and Buyer has agreed to purchase from Sellers, substantially all of the assets that are used or useful in the business or operations of radio stations WGNE-AM, Panama City, Florida, WFSY-FM, Panama City, Florida (the "BR Stations"), and WEBZ-FM, Mexico Beach, Florida (the "BRG Station" and together with the BR Stations, collectively, the "Stations").

NOW, THEREFORE, for valuable consideration paid to Sellers, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, Sellers do hereby sell, transfer, assign and deliver to Buyer, its successors and assigns all of the tangible and intangible assets used or useful in the business or operations of the Stations, together with any additions thereto between the date of the Purchase Agreement ("Execution Date") and the date hereof, but excluding all of the assets described in Section 2.2 of the Purchase Agreement, free and clear of any claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever (except for liens for current taxes not yet due and payable), including, without limitation:

- (a) All machinery, equipment, tools, vehicles, furniture, leasehold improvements, office equipment, plant, inventory, spare parts, and other tangible personal property which is used or useful in the business or operations of the Stations, including the tangible personal property of Sellers listed on Exhibit A hereto, together with any additions thereto between the Execution Date and the date hereof.**
- (b) All licenses, permits and other authorizations issued to any Seller by any federal, state or local governmental authority (other than the FCC and the Federal Aviation Administration) in connection with the conduct of the business or operations of the Stations, together with any additions thereto between the Execution Date and the date hereof.**
- (c) The rights of Sellers to payment for the sale of advertising or program time run on the Stations as of 11:59 p.m., Panama City time, on the day prior to the date hereof.**
- (d) All copyrights, trademarks, trade names, service marks, service names, licenses (other than the FCC Licenses and any authorizations issued to Seller by the Federal Aviation Administration), patents, permits, jingles, proprietary information, technical information and data, machinery and equipment warranties, and other similar intangible property rights and**

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interests (and any goodwill associated with any of the foregoing) applied for, issued to, or owned by any Seller or under which any Seller is licensed or franchised and which are used or useful in the business and operations of the Stations, and all intangible assets of Sellers relating to the Stations that are not specifically included within the foregoing, including the goodwill of the Stations and the intangible property of Sellers listed on Exhibit B hereto, together with any additions thereto between the Execution Date and the date hereof.

(e) All of Sellers' proprietary information, technical information and data, machinery and equipment warranties, maps, computer disks and tapes, plans, diagrams, blueprints, and schematics including filings with the FCC relating to the business and operations of the Stations;

(f) All choses in action of Sellers relating to the Stations; and

(g) All books and records relating to the business or operations of the Stations including executed copies of the Assumed Contracts, and all records required by the FCC to be kept by the Stations.

TO HAVE AND TO HOLD the said described property to Buyer, its successors and assigns, for their exclusive use and benefit forever. Sellers represent and warrant that they have and convey sole title to all of the assets described above free and clear of any claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever (except for liens for current taxes not yet due and payable).

This sale is in accordance with and is subject to all of the representations, warranties and covenants set forth in the Purchase Agreement. All representations, warranties and covenants set forth in the Purchase Agreement shall survive the delivery of this Bill of Sale and Assignment of Assets (subject to the limitation contained in Section 10.1 of the Purchase Agreement).

Capitalized terms used but not defined herein shall have the same meanings as set forth in the Purchase Agreement.

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SEP-19-02 11:34AM FROM TRADEMARK


09/23/2002 REEL 002885 FRAME 0322 004

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the date first written above.

B. RADIO, INC.

By: 
Name: Tim O'Brien
Title: Pres

BOSS RADIO GROUP, INC.

By: 
Name: Tim O'Brien
Title: Pres.

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RECORDED: 07/02/2004

TRADEMARK