

Form PTO-1594 (Rev. 06/04)

OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Paxson Communications Corporation

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

Citizenship (see guidelines) DelawareExecution Date(s) August 25, 1997Additional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Asset Purchase Agreement

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Clear Channel Metroplex, Inc.

Internal

Address: _____

Street Address: 200 East Basse RoadCity: San AntonioState: TexasCountry: USA Zip: 78209

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Nevada
☐ Other _____ Citizenship _____

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)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,536,804Additional sheet(s) attached? ☐ Yes ☒ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SUNNY 98.5 & DESIGN, filed December 3, 1987**5. Name & address of party to whom correspondence concerning document should be mailed:**Name: Pamela B. HuffInternal Address: Cox & Smith IncorporatedStreet Address: 112 East Pecan Street
Suite 1800City: San AntonioState: Texas Zip: 78205Phone Number: 210-554-5450Fax Number: 210-226-8395Email Address: ipdocknet@coxsmith.com**6. Total number of applications and registrations involved:**1**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 03-3483
Authorized User Name Pamela B. Huff**9. Signature:**Pamela B. Huff
Signature7/9/04
DatePamela B. Huff

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 033483 1536804

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is dated as of August 25, 1997, by and among Paxson Communications Corporation, a Delaware corporation ("PCC" or "Seller"), Clear Channel Metroplex, Inc., a Nevada corporation ("Metroplex"), Clear Channel Metroplex Licenses, Inc., a Nevada corporation ("CCL"; Metroplex and CCL being referred to herein, collectively, as "Buyer"), and Clear Channel Communications, Inc., a Texas corporation ("Guarantor" or "Clear Channel").

R E C I T A L S:

A. PCC owns certain assets used and useable in the following businesses (collectively, the "PCC Billboard and Network Businesses"):

- i. a commercial billboard outdoor advertising business in the Orlando, Florida market (the "Orlando Billboard Business" or, the "Billboard Business");
- ii. the Alabama Radio Network (the "Alabama Radio Network");
- iii. the Tennessee Radio Network (the "Tennessee Radio Network");
- iv. the University of Miami Sports radio network (the "University of Miami Sports Radio Network");
- v. the Florida Radio Network (the "Florida Radio Network");
- vi. the University of Florida Sports radio network (the "University of Florida Sports Radio Network"); and
- vii. the Penn State Sports radio network (the "Penn State Sports Radio Network").

Each of the Billboard Business, the Alabama Radio Network, the Tennessee Radio Network, the University of Miami Sports Radio Network, the Florida Radio Network, the University of Florida Sports Radio Network and the Penn State Sports Radio Network are herein referred to, individually, as a "Business" and, collectively, as the "Businesses."

B. Seller desires to sell, and Buyer desires to purchase, substantially all of the Assets of the Businesses, on the terms and conditions hereinafter set forth.

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3.6 Tangible Personal Property. Schedule 3.6 lists as of the date hereof all material items of Tangible Personal Property included in the Assets owned by Seller. Except as described in Schedule 3.6, Seller owns and has good title to the Tangible Personal Property listed thereon and none of the Tangible Personal Property included in the Assets is subject to any Liens, except for Permitted Liens. The Tangible Personal Property listed on Schedule 3.6 owned by Seller necessary for the normal operations of the Businesses as presently conducted is in satisfactory operating condition and adequate repair (given the age of such property and the use to which such property is put and ordinary wear and tear excepted).

3.7 Assumed Contracts. Schedules 3.5, 3.7 and 3.12 include a complete list as of the date of this Agreement of all Assumed Contracts except (a) contracts with advertisers for production or the sale of advertising time on any Network for cash that may be canceled by Seller on not more than ninety days' notice without penalty, (b) trade or barter advertising agreements entered into in the ordinary course of business, (c) oral employment contracts terminable at will, (d) miscellaneous service contracts terminable on not more than thirty (30) days' notice, and (e) other Contracts entered into in the ordinary course of business, not involving liabilities exceeding Two Thousand Five Hundred Dollars (\$2,500) per contract per year and One Hundred Twenty-Five Thousand Dollars (\$125,000) in the aggregate for all such other contracts for the Stations and the Businesses per year. Seller has delivered or made available to Buyer true and complete copies of all written Assumed Contracts and accurate descriptions of all oral Assumed Contracts listed in Schedules 3.5, 3.7 and 3.12. The Assumed Contracts are in full force and effect in all material respects. Subject to obtaining the consents to assignment set forth on Schedule 3.3, the Assumed Contracts are assignable to Buyer. Seller is in compliance with the Assumed Contracts in all material respects and is not in breach or default in any material respect thereunder, and, to the knowledge of Seller, each other party to the Assumed Contracts is in compliance therewith in all material respects and not in default in any material respect thereunder.

3.8 Intangibles. Schedule 3.8 is a complete list as of the date of this Agreement of all material Intangibles (exclusive of Licenses listed on Schedule 3.4). Seller has provided or made available to Buyer copies of all documents establishing or evidencing the Intangibles listed in Schedule 3.8. Other than with respect to matters generally affecting the industry of the Businesses and not particular to Seller, as of the date hereof, except as set forth in Schedule 3.8, Seller has not received any notice or demand alleging that Seller is infringing upon any trademarks, trade names, service marks, service names, copyrights

DC01/156389.4 //

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of Buyer, Seller and Guarantor of the date first written above.

CLEAR CHANNEL METROPLEX, INC.

By: _____
Name:
Title:

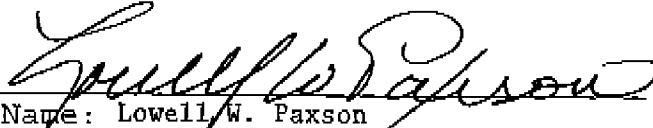
CLEAR CHANNEL METROPLEX LICENSES, INC.

By: _____
Name:
Title:

CLEAR CHANNEL COMMUNICATIONS, INC.

By: _____
Name:
Title:

PAXSON COMMUNICATIONS CORPORATION

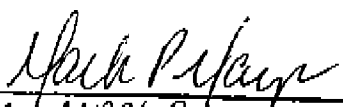
By: 
Name: Lowell W. Paxson
Title: Chairman

NO. 724 003

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of Buyer, Seller and Guarantor of the date first written above.

CLEAR CHANNEL METROPLEX, INC.

By:


Name: MARK P. MAYS
Title: President/COO

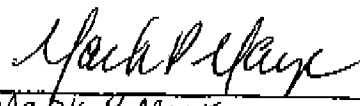
CLEAR CHANNEL METROPLEX LICENSES, INC.

By:


Name: Mark P. Mays
Title: President/COO

CLEAR CHANNEL COMMUNICATIONS, INC.

By:


Name: Mark P. Mays
Title: PRESIDENT/COO

PAXSON COMMUNICATIONS CORPORATION

By:

Name:
Title: