

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Charleston Corp.		09/27/1997	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA	
Name:	WCIV Television, Inc.
Street Address:	888 Allbritton Boulevard
City:	Mount Pleasant
State/Country:	SOUTH CAROLINA
Postal Code:	29464
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1351016	WCIV

CORRESPONDENCE DATA

Fax Number: (703)610-6200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-610-6100
 Email: boxip@hhlaw.com
 Correspondent Name: Timothy J. Lyden
 Address Line 1: 8300 Greensboro Drive, Suite 1100
 Address Line 2: Box Intellectual Property
 Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	45884.01
NAME OF SUBMITTER:	Timothy J. Lyden

Total Attachments: 7
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**AGREEMENT AND PLAN OF MERGER
BETWEEN
FIRST CHARLESTON CORP.
AND
WCIV TELEVISION, INC.**

AGREEMENT AND PLAN OF MERGER made this 29th day of September, 1997, between First Charleston Corp., a South Carolina Corporation, hereinafter called the First Company, and WCIV Television, Inc., a Delaware Corporation, hereinafter called the Second Company.

WHEREAS, the First Company has an authorized capital stock consisting of 20,000 shares of capital stock, par value \$10.00 per share, of which 15,000 shares have been duly issued and are now outstanding, and

WHEREAS, the Second Company has an authorized capital stock consisting of 1,000 shares of common stock, par value \$1.00 per share, of which 100 shares have been duly issued and are now outstanding, and

WHEREAS, the Board of Directors of the First Company and the Second Company, respectively, deem it advisable and generally to the advantage and welfare of the two corporate parties and their respective shareholders that the First Company merge with the Second Company under and pursuant to the provisions of the Business Corporation Act of South Carolina and of the General Corporation Law of the State of Delaware.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER.** The First Company shall be merged with and into the Second Company.
2. **EFFECTIVE DATE.** This Agreement and Plan of Merger shall become effective immediately upon compliance with the laws of the States of South Carolina and Delaware, the time of such effectiveness being hereinafter called the Effective Date.
3. **SURVIVING CORPORATION.** The Second Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Delaware, but the separate corporate existence of the First Company shall cease forthwith upon the Effective Date.
4. **AUTHORIZED CAPITAL.** The Authorized capital stock of the Second Company following the Effective Date shall be 1,000 shares of common stock, par value

\$1.00 per share, unless and until the same shall be changed in accordance with the laws of the State of Delaware.

5. **CERTIFICATE OF INCORPORATION.** The Certificate of Incorporation of the Second Company as it exists immediately prior to the Effective Date shall be the Certificate of Incorporation of the Second Company following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

6. **BYLAWS.** The Bylaws of the Second Company as they exist on the effective date shall be the Bylaws of the Second Company following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

7. **BOARD OF DIRECTORS AND OFFICERS.** The members of the Board of Directors and the officers of the Second Company immediately after the Effective Date shall be those persons who were the members of the Board of Directors and the officers, respectively, of the Second Company immediately prior to the Effective Date, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

8. **FURTHER ASSURANCE OF TITLE.** If at any time the Second Company shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Second Company any right, title, or interest of the First Company held immediately prior to the Effective Date, the First Company and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in the Second Company as shall be necessary to carry out the purposes of this Agreement and Plan of Merger, and the Second Company and the proper officers and directors thereof are fully authorized to take any and all such action in the name of the First Company or otherwise.

9. **CONVERSION OF OUTSTANDING STOCK.** Forthwith upon the Effective Date, each of the issued and outstanding shares of capital stock of the First Company and all rights in respect thereof shall be converted into one full paid and nonassessable share of common stock of the Second Company for every 30 full paid and nonassessable shares of capital stock of the First Company, and each certificate nominally representing shares of capital stock of the First Company shall for all purposes be deemed to evidence the ownership of the indicated number of shares of common stock of the Second Company. As certificates nominally representing shares of capital stock of the First Company are surrendered for transfer, the Second Company will cause to be issued certificates representing shares of common stock of the Second Company.

10. **SERVICE OF PROCESS ON SECOND COMPANY.** To the extent required by law, the Second Company agrees that it may be served with process in the State of South Carolina in any proceeding for enforcement of any obligation of the First Company as well as for the enforcement of any obligation of the Second Company arising from the merger.

11. **TERMINATION.** To the extent permitted by law, this Agreement and Plan of Merger may be amended, or terminated and abandoned, by action of the Boards of Directors of the First Company and the Second Company at any time prior to the Effective Date, whether before or after approval by the shareholders of the two corporate parties hereto.

12. **PLAN OF REORGANIZATION.** This Agreement and Plan of Merger constitutes a Plan of Reorganization to be carried out in the manner, on the terms and subject to the conditions herein set forth.

[intentionally omitted]

IN WITNESS WHEREOF each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Agreement and Plan of Merger to be executed by an authorized officer as of the date first above written.

FIRST CHARLESTON CORP.

BY: Lawrence I. Hebert
Lawrence I. Hebert
Vice President

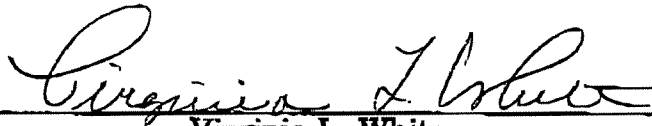
WCIV TELEVISION, INC.

BY: Lawrence I. Hebert
Lawrence I. Hebert
President

**CERTIFICATE OF THE SECRETARY
OF
WCIV TELEVISION, INC.
(a Delaware Corporation)**

I, Virginia L. White, the Secretary of WCIV Television, Inc., hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the corporation by the President under the corporate seal of said corporation, was duly approved and adopted by unanimous consent dated September 29, 1997 of its sole stockholder entitled to vote thereon in accordance with Section 228 of the General Corporation Law of the State of Delaware.

WITNESS my hand and seal of said WCIV Television, Inc. this 29th day of September, 1997.



Virginia L. White
Secretary

(SEAL)

**CERTIFICATE OF THE SECRETARY
OF
FIRST CHARLESTON CORP.
(a South Carolina Corporation)**

I, Virginia L. White, the Secretary of First Charleston Corp., hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the corporation by the Vice President under the corporate seal of said corporation, was duly approved and adopted by unanimous consent dated September 29, 1997 of its sole stockholder entitled to vote thereon in accordance with Section 33-7-104 of the South Carolina Business Corporation Act.

WITNESS my hand and seal of said First Charleston Corp. this 29th day of September, 1997.


Virginia L. White
Secretary

(SEAL)

CERTIFICATE OF MERGER
OF
FIRST CHARLESTON CORP.
INTO
WCIV TELEVISION, INC.

Under Section 252 of the Delaware General Corporation Law Annotated, WCIV Television, Inc. hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations is:

- (a) First Charleston Corp., a South Carolina corporation; and
- (b) WCIV Television, Inc., a Delaware corporation.

2. An Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by (a) First Charleston Corp. in accordance with Section 33-11-103 of the South Carolina Business Corporation Act, and (b) by WCIV Television, Inc. in accordance with Section 252 of the General Corporation Law of the State of Delaware. The adoption of the Agreement and Plan of Merger by the stockholders of each of the constituent corporations was effected by written consent given (a) in the case of First Charleston Corp., in accordance with Section 33-7-104 of the South Carolina Business Corporation Act, and (b) in the case of WCIV Television, Inc., in accordance with Section 228 of the Delaware General Corporation Law.

3. The name of the surviving corporation is WCIV Television, Inc.

4. The certificate of incorporation of WCIV Television, Inc., shall be the certificate of incorporation of the surviving corporation.

5. The executed Agreement and Plan of Merger is on file at the principal place of business of WCIV Television, Inc. at 888 Allbritton Boulevard, Mount Pleasant, South Carolina 29464.


6. A copy of the Agreement and Plan of Merger will be furnished by WCIV Television, Inc. on request and without cost to any stockholder of First Charleston Corp. or WCIV Television, Inc.

7. The authorized capital stock of First Charleston Corp. is 20,000 shares, par value \$10.00 per share.

8. The effective date and time of the merger is 11:58 p.m. on September 30, 1997.

IN WITNESS WHEREOF, WCIV Television, Inc. has caused this certificate to be signed by Lawrence I. Hebert, its authorized officer on the 29th day of September, 1997.

WCIV TELEVISION, INC.

BY: 
Lawrence I. Hebert
Vice President