

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SkyView World Media, LLC		07/26/2000	Limited liability company: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Russian Media Group, LLC
<b>Street Address:</b>	One Bridge Plaza, Suite 145
<b>City:</b>	Fort Lee
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07024
<b>Entity Type:</b>	Limited liability company: CONNECTICUT

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2140274	WMNB

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)857-6395
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	202/857-6000
<b>Email:</b>	klein.sheldon@arentfox.com
<b>Correspondent Name:</b>	Sheldon H. Klein, Esq.
<b>Address Line 1:</b>	1050 Connecticut Avenue, N.W.
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036-5339

<b>ATTORNEY DOCKET NUMBER:</b>	027044.00001
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<b>NAME OF SUBMITTER:</b>	Kathleen McCann
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<b>Total Attachments: 4</b> source=wmnb 1#page1.tif source=wmnb 2#page1.tif source=wmnb 3#page1.tif source=wmnb 4#page1.tif
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OP \$40.00 2140274

BILL OF SALE

THIS BILL OF SALE is made as of July 26, 2000 by and among Orlando G. Skeeton, as Trustee (the "Trustee") for each of SkyView World Media, LLC, Russian Television Network, Inc., SkyView Media Group, Inc. (referred to herein individually as a "Seller," and collectively as "Sellers") to Russian Media Group, LLC, a Connecticut limited liability company (the "Buyer").

Trustee, Sellers and Buyer are parties to an Asset Purchase Agreement (the "Purchase Agreement") dated as of July 19, 2000 with respect to various assets, related to and engaged in the operation, programming and distribution of television programming in the United States (the "Business"). Capitalized terms used herein and not defined shall have respective meanings ascribed to them in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, Sellers hereby agree as follows:

Sellers do hereby grant, convey, sell, assign, transfer and deliver, or cause to be conveyed, sold, assigned, transferred and delivered, to Buyer, pursuant to Section 363(f) of the Bankruptcy Code, all interests of Sellers in all properties, assets, privileges, rights, interests and claims, tangible and intangible, of every type and description, wherever located, including Sellers' business and goodwill, principally used or held for use in the following assets, properties and rights (other than Excluded Assets) (such assets being conveyed are hereinafter collectively referred to as the "Purchased Assets"), free and clear of all liens except for Permitted Exceptions. Without limiting the foregoing, the Purchased Assets include the following:

- (a) All tangible personal property wherever located (including all tangible personal property of Sellers in the possession of third parties, including the KBS Assets), including but not limited to machinery, equipment, furniture, computer equipment, spare parts, tools, inventory, raw materials, finished goods, office and operating supplies;
- (b) All notes, accounts and account receivables, negotiable instruments, and chattel paper existing as of June 30, 2000 and/or received on or after June 30, 2000;
- (c) To the extent assignable, all credits, prepaid expenses, deferred charges, advance payments, security deposits, and deposits owned, used, or held for use by any Seller with respect to the Business;
- (d) All intellectual property, registered and unregistered trademarks, trademark applications, service marks, trade names, corporate and fictitious names (without derogating from Sellers' corporate status), trade dress rights, patents, patent applications, copyrights, copyright applications, inventions, technical information, administrative systems, trade secrets, computer software, telephone and telecopier numbers, logos, slogans, proprietary processes, formulae, procedures, designs, ideas, research, and all other confidential, proprietary and other information, know-how and intellectual property rights, whether patentable or unpatentable,

registered or unregistered, owned, licensed or used by any Seller, and all the rights and claims associated with any of the foregoing:

(e) All subscriber lists, customer lists, and any other similar list of current and/or former subscribers, whether in electronic form or otherwise, including but not limited to all names, addresses, identifying records, payment history, market research, product specifications, and all computer, electronic, or other databases or compilations containing subscriber information;

(f) To the extent assignable, all permits obtained from any governmental or other regulatory entity (the "Permits"), including all franchises, approvals, authorizations, licenses, orders, registrations, certificates, variances, exemptions, and other similar permits or rights (including without limitation any such Permits listed on Schedule 1.01(j) to the Purchase Agreement) (without derogating from Sellers' corporate status), and all rights in pending applications therefor;

(g) All books, records and files, including, without limitation, lease and rental records, contract and purchase order files, customer and vendor lists and records, mailing lists, purchase and sale records, property records, computer programs, computer records, computer files and related software and manuals;

(h) All stationery, contract, purchase order, lease and form copies and counterparts, labels, shipping materials, catalogs, brochures, art work, photographs and advertising and promotional copy, materials and literature;

(i) All of Sellers' rights, title, and interest in, to and under leases of certain personal or real property (the "Assigned Leases"), including but not limited to all of Sellers' rights to all buildings, fixtures, and other improvements located on such leased real property, and all of Sellers' right, title, and interest in and to all easements, rights of way, and to all appurtenances to such leased real property;

(j) All of Sellers' rights, title, and interest in, to and under certain agreements and contracts (the "Assigned Contracts" and, collectively with the Permits and the Assigned Leases, the "Assigned Agreements"), including but not limited to all right of entry agreements (including all real property rights and interests in easements, rights of way, and all appurtenances to real property arising from right of entry agreements), and certain programming agreements and installation and service agreements. A complete description of the Assigned Agreements is set forth on Schedule 1.01(j) to the Purchase Agreement.

(k) All rights, claims and causes of action against third parties, contractual or otherwise, (i) to collect all revenues, whether arising prior to or subsequent to the Closing Date (except for revenues pertaining solely to the Radio Business), and (ii) to obtain turnover of any of the Purchased Assets and/or for failure to turnover any of such Purchased Assets to Buyer after the Closing Date (the "Assigned Claims").

Notwithstanding anything herein to the contrary, all of the Sellers' rights, title, and interest in and to the following are excluded from the definition of Purchased Assets (the "Excluded Assets"):

(a) Sellers' books and records unrelated to the Purchased Assets and all personnel files;

(b) Tax attributes of Sellers, (including any tax refund or net operating loss carryforwards), and any tax returns of Sellers, or their accountants' workpapers with respect thereto;

(c) All assets pertaining solely to the radio broadcast and radio transmission business conducted by the Sellers (the "Radio Business"), including all intellectual property, leasehold interests and intangible rights pertaining solely to the Radio Business. The Buyer shall provide Trustee, at no cost, a license to use the name "SkyView Radio" and/or "SkyView World Media Radio";

(d) All insurance policies and rights thereunder, including without limitation, claims, reserves, and refunds;

(e) Sellers' formal corporate records, including their articles of incorporation, by-laws, minute books, corporate books, stock transfer records, and other records having to do with the corporate organization of Sellers.

(f) All assets of Sellers' employer benefit plans, including all rights arising in connection with such plans;

(g) Subject to Buyer's rights to collect notes, accounts and account receivables, negotiable instruments, and chattel paper as set forth in Section 1.01(b) of the Purchase Agreement, all of Sellers' cash, cash equivalents, and marketable securities, including any cash, cash equivalents, or marketable securities held in escrow in connection with the Sellers' severance and incentive bonus program previously approved by the Bankruptcy Court;

(h) All prepaid expenses arising in relation to the Excluded Assets;

(i) All claims and causes of action arising prior to the Closing Date not specifically stated in Article 1.01(k) of the Purchase Agreement.

**TO HAVE AND TO HOLD** such Purchased Assets to Buyer and its successors and assigns, exclusively and forever.

This Bill of Sale is made pursuant to the Purchase Agreement, which contains certain representations and warranties with respect to the Purchased Assets, which shall survive as set forth therein, and nothing in this Bill of Sale shall be construed to limit, terminate or expand the representations, warranties and covenants set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Sellers have duly executed this Bill of Sale as of the date first written above.

ORLANDO G. SKELTON, as Trustee for  
SKYVIEW WORLD MEDIA, LLC,  
RUSSIAN TELEVISION NETWORK, INC.,

and

SKYVIEW MEDIA GROUP, INC

By: 

Name: Orlando G. Skelton

Title: Chapter 7 Trustee

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of July, 2000, before me personally appeared Orlando G. Skelton, Chapter 7 Trustee of SkyView World Media, LLC, Russian Television Network, Inc. and SkyView Media Group, Inc. (the "Corporations"), who acknowledged the execution of the foregoing instrument to be the free act and deed of the Corporations.

[Affix Notarial Seal]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_