

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pegasus Communications Corporation		01/18/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Pegasus Broadcast Television, Inc.
Street Address:	225 City Avenue, Ste. 103
City:	Bala Cynwyd
State/Country:	PENNSYLVANIA
Postal Code:	19004
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2698255	WSWB
Registration Number:	2713990	WOLF
Registration Number:	2698256	WPXT
Registration Number:	2613253	WPME
Registration Number:	2698257	WDSI
Registration Number:	2713991	WTLH
Registration Number:	2625990	WGFL

CORRESPONDENCE DATA

Fax Number: (202)887-4288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: dlee@akingump.com
Correspondent Name: David C. Lee
Address Line 1: 1333 New Hampshire Ave., N.W.
Address Line 2: Akin Gump Strauss Hauer & Feld LLP

CH \$190.00 2698255

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-1564

ATTORNEY DOCKET NUMBER: 682240.0001

NAME OF SUBMITTER: David C. Lee

Signature: /David C. Lee/

Date: 01/22/2006

Total Attachments: 2
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is dated January 18, 2006, between Pegasus Communications Corporation (the "Assignor") and Pegasus Broadcast Television, Inc. (the "Assignee").

WHEREAS, Assignor is the owner of the service marks and typed drawings registered with the United States Patent and Trademark Office as set forth on Exhibit A to this Agreement (the "Marks").

WHEREAS, Assignor desires to assign to Assignee its rights and title in and to each of the Marks and Assignee is willing to accept such assignment in accordance with the terms and conditions thereof.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants set forth herein, and each intending to be legally bound hereby, agree as follows:

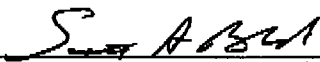
Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks.

Assignor assigns its rights in the Marks "as is" and makes no representations, warranties or guarantees of any sort as to the status of the marks, its rights in or to the Marks or the ability of the Assignee to enforce any rights in the Marks after the consummation of the assignment described herein.

Assignee accepts the assignment from Assignor on the terms contained herein as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

Pegasus Communications Corporation

By: 
Name: *Scott A. Blake*
Title: *Sr. Vice President*

Pegasus Broadcast Television, Inc.


By: 
Name: *MICHAEL NACHMAN*
Title: *General Counsel*

Exhibit A to Assignment and Assumption Agreement

Mark (each a typed drawing)

Registration Number

WSWB	2,698,255
WOLF	2,713,990
WPXT	2,698,256
WPME	2,613,253
WDSI	2,698,257
WTLH	2,713,991
WGFL	2,625,990