

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Raycom Media, Inc. | | 04/15/2004 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | South Dakota Television, L.L.C. | | |
| Street Address: | 405 Park Avenue | | |
| Internal Address: | Suite 702 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2522209 | KSFY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (919)781-4865 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 919-781-4000 | | |
| Email: | rjones@wyrick.com | | |
| Correspondent Name: | Robert T. Jones, Jr., Paralegal | | |
| Address Line 1: | 4101 Lake Boone Trail | | |
| Address Line 2: | Suite 300 | | |
| Address Line 4: | Raleigh, NORTH CAROLINA 27607 | | |
| ATTORNEY DOCKET NUMBER: | 15773.14 | | |
| NAME OF SUBMITTER: | Robert T. Jones, Jr. | | |
| Signature: | /rtj/ | | |

OP \$40.00 2522209

Date:

06/23/2006

Total Attachments: 7

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BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT is made this 15th day of April 2004, by and among ELCOM OF SOUTH DAKOTA, INC., a Delaware corporation ("Seller"), RAYCOM MEDIA, INC., a Delaware corporation and ultimate parent of Seller ("Raycom"; together with Seller, collectively, the "Companies"), and SOUTH DAKOTA TELEVISION, L.L.C., a Delaware limited liability company ("Buyer").

WHEREAS, Buyer, Seller and, with respect to certain provisions only, Raycom, are parties to a certain Asset Purchase Agreement dated December 10, 2003 (the "Purchase Agreement") pursuant to which the Companies have agreed to sell and assign to Buyer and Buyer has agreed to purchase and accept from the Companies, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, substantially all of the assets, business, properties and rights of the Companies used or held for use in the operation of television station KSFY-TV, Sioux Falls, South Dakota and satellite television stations KPRY-TV, Pierre, South Dakota and KABY-TV, Aberdeen, South Dakota (collectively, the "Stations").

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

SECTION 1. Conveyance. Each of the Companies hereby sells, assigns, conveys, transfers and delivers to Buyer all of its right, title and interest, if any, in and to the Purchased Assets (as defined in the Purchase Agreement), including, without limitation, the following described assets and property, each of which is defined in the Purchase Agreement, but expressly excluding the Retained Assets (as defined in the Purchase Agreement).

- (i) The Customer Lists;
- (ii) The Records;
- (iii) The Real Property;
- (iv) The Assumed Contracts;
- (v) The Assumed Leases;
- (vi) The Licenses;
- (vii) The Equipment;
- (viii) The Intangible Property;
- (ix) The Accounts Receivable;
- (x) The Trade Receivables;
- (xi) The Miscellaneous Assets;
- (xii) The Motor Vehicles;
- (xiii) The Software;
- (xiv) The Internet Web Sites; and
- (xv) The Community Television Stock.

SECTION 2. Acceptance. Buyer hereby accepts the foregoing sale and assignment.

SECTION 3. Further Assurances. Each of the Companies agrees from time to time, upon the request of the Buyer, to execute, acknowledge and deliver all such further instruments or perform all such further acts as may be reasonably necessary or desirable, in the reasonable opinion of counsel for Buyer, in connection with the sale, assignment, conveyance, transfer and delivery of the Purchased Assets as provided herein.

SECTION 4. Purchase Agreement. This Bill of Sale and Assignment is made and is subject in all respects to the terms and conditions of the Purchase Agreement and does not create any additional obligations, covenants, agreements, representations or warranties or alter or amend any of the obligations, covenants, agreements, representations or warranties of Seller, Buyer or Raycom contained in the Purchase Agreement. Nothing contained in this Bill of Sale and Assignment shall be deemed to supersede any of the obligations, covenants, agreements, representations or warranties of Seller, Buyer or Raycom contained in the Purchase Agreement. In the event of any inconsistency between this Bill of Sale and Assignment and the Purchase Agreement, the Purchase Agreement shall control.

SECTION 5. Counterparts. This Bill of Sale and Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. This Bill of Sale and Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission, and any such counterpart executed and delivered via facsimile transmission shall be deemed an original for all intents and purposes.

SECTION 6. Benefit. This Bill of Sale and Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assignors.

[THE NEXT PAGE IS THE SIGNATURE PAGE.]

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Bill of Sale and Assignment as of the date first above written.

COMPANIES:

ELCOM OF SOUTH DAKOTA, INC.

By: Paul H. McTear, Jr.
Paul H. McTear, Jr., President

RAYCOM MEDIA, INC.

By: Paul H. McTear, Jr.
Paul H. McTear, Jr.
President and Chief Executive Officer

BUYER:

SOUTH DAKOTA TELEVISION, L.L.C.

By: _____
Name: _____
Title: _____

Exhibit I. "Guarantor's Officer's Certificate" shall mean the certificate of Guarantor in the form of

of Exhibit J. "Guarantor's Performance Certificate" shall mean the certificate of Guarantor in the form

"Hazardous Material" shall mean any substance or waste containing any hazardous substance, pollutant or contaminant, as those terms are defined, in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq., and any other substance similarly defined or identified in any applicable Environmental Laws, including, without limitation, toxic materials or harmful physical agents, as defined in the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. § 651 et seq., the Toxic Substances Control Act and the Hazardous Materials Transportation Act. This definition also includes, but is not limited to, asbestos, asbestos-containing materials, petroleum and petroleum-based products, polychlorinated biphenyls (PCBs), infectious wastes, radioactive materials and wastes and toxic mold or molds expected to lead to allergic reactions, at such levels as would pose a threat to human health.

"Indemnitee" shall have the meaning set forth in Section 10.3.

"Indemnitor" shall have the meaning set forth in Section 10.3.

"Indemnity Guaranty" shall mean the Indemnity Guaranty Agreement by the Guarantor in favor of Buyer in the form of Exhibit K.

"Intangible Property" shall mean, collectively: (i) the Copyrights; (ii) the Trademarks; (iii) the Trade Secrets; and (iv) all of the rights of Seller or the Guarantor in and to the call letters "KSFY-TV," "KSFY," "KABY-TV," "KABY," "KPRY-TV" and "KPRY" as used in connection with television broadcasting and all goodwill associated therewith and with the Stations.

"Intercompany Transaction" shall have the meaning set forth in Reg. §1.1502-13.

"Interim Financial Statements" shall mean the unaudited financial statements of the Stations described in Section 4.12(b).

"Internet Web Sites" means all Internet domain names and associated uniform resource locators of any or all of the Stations, and all rights that any or all of the Stations, Seller or the Guarantor has or have in the HTML content relating to any or all of the Stations located and publicly accessible from those domain names, including, without limitation, all web pages, CGI scripts, Java and HTML code, software or other materials required to make such sites accessible, viewable and navigable by third Persons, and the "visitor" email data base and click stream data and information for such sites.

"IRS" shall mean the Internal Revenue Service.

"Knowledge of Seller", or any phrase of similar import, shall mean the actual knowledge of any of the directors and officers of Seller, including Paul McTear, Jeff Rosser, and Christopher Dautel, and Jack Hansen, Kelly Manning, Marilyn Brink, or Eugene Schultz (or their respective replacements).

"Knowledge of Buyer" or any phrase of similar import shall mean the actual knowledge of any of the officers of Buyer, including Robert Gluck.

"Title Commitments" shall have the meaning set forth in Section 6.12(a).

"Title Insurer" shall have the meaning set forth in Section 6.12(a).

"Trade Payables" shall have the meaning set forth in Section 2.4(a).

"Trade Receivables" shall have the meaning set forth in Section 2.4(a).

"Trade Secrets" shall mean all proprietary information of Seller relating to any or all of the Stations.

"Trademarks" shall mean all of those trade names, trademarks, service marks, slogans, logos, jingles, trademark and service mark registrations and trademark and service mark applications owned (whether under common law or otherwise), licensed by or leased by Seller or the Guarantor, as applicable, being transferred to Buyer hereunder and listed on Schedule 1.12.

"Tradeout Agreement" shall mean any contract, agreement or commitment of Seller or the Guarantor, as applicable, oral or written, pursuant to which Seller or the Guarantor has sold or traded commercial air time of any Station in consideration for any property or services in lieu of or in addition to cash, excluding film and program barter agreements, and including, without limitation, those agreements identified as Tradeout Agreements on Schedule 1.3.

"Transferred Employees" shall have the meaning set forth in Section 6.13(a).

"Transfer Taxes" has the meaning set forth in Section 2.7.

"Warranty Deed(s)" shall mean the warranty deeds (or other instruments which are the equivalent of warranty deeds) pursuant to which Seller shall convey to Buyer each parcel of the Real Property owned by Seller and being transferred to Buyer hereunder.

SECTION 1.2. Accounting Terms. Except as otherwise expressly provided in this Agreement, all accounting and financial terms not otherwise defined herein shall have the meanings assigned to them in conformity with GAAP.

ARTICLE II PURCHASE AND SALE

SECTION 2.1. Purchase and Sale. At the Closing on the Closing Date, and upon all of the terms and subject to all of the conditions of this Agreement, Seller or the Guarantor, as applicable, shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall purchase from Seller or the Guarantor, as applicable, all of the Purchased Assets for the consideration specified in Section 2.2.

SECTION 2.2. Payments at Closing. At the Closing on the Closing Date, in consideration for good and marketable title to the Purchased Assets, Buyer shall pay to Seller the Purchase Price (as adjusted by the Estimated Adjustment Amount pursuant to Section 2.4). As additional consideration for the Purchased Assets, Buyer shall assume the Assumed Liabilities pursuant to the Assumption Agreement.

SECTION 2.3. Closing Date Deliveries. At the Closing on the Closing Date:

(a) Seller shall deliver, or shall cause to be delivered, and the Guarantor shall deliver, or shall cause to be delivered, as applicable, to Buyer properly executed and dated as of the Closing Date

**Schedule 1.12
(Trademarks)**

1. "KSFY" owned by Raycom Media, Inc., registration #066224/0043.
2. "KSFY.COM" – domain name owned by Raycom Media, Inc., registration # none.
3. "Dakota First News" owned by Elcom of South Dakota, Inc., State of South Dakota Trademark (expiration: 6/23/2007) -registration # none.

Last modified on 4/13/2004 1:21:00 PM