

Form PTO-1594
(Rev. 03/01)
OMB No. 0851-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party:

Morriz Communications Corporation

- Individual(s)
- General Partnership
- Corporation - Georgia
- Association
- Limited Partnership:
- Other:

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies)

Name: MCC Radio, LLC
725 Broad Street
Augusta, GA 30903-0936

- Individual(s) citizenship
- Association
- General partnership
- Limited Partnership
- Corporation -
- Other - Limited Liability Company - Georgia

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other:

Execution Date: October 31, 2001

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)

Additional name(s) & address(es) attached? yes no

4. Application number(s) or registration numbers:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,388,588; 1,389,431

Additional number(s) attached yes no

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher Kelly

Internal Address

Street Address: Wiley Rein & Fielding, LLP
1776 K Street, N.W.

City: Washington State DC Zip 20006

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 85.00

- Enclosed
- Authorized to be charged to deposit account

B. Deposit account number: 601129

(Attached duplicate copy of this page if paying by deposit account)

9. Statement and Signature.

DO NOT USE THIS SPACE

To the best of my knowledge and belief, the ongoing information is true and correct and any attached copy is a true copy of the original document

Christopher Kelly
Name of Person Signing

Signature

Date

10/2/06

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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**ASSIGNMENT AND ASSUMPTION OF
CONTRACTS, INTELLECTUAL PROPERTY AND LICENSED PROPERTY**

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS, INTELLECTUAL PROPERTY AND LICENSED PROPERTY ("Agreement"), effective as of the close of business on October 31, 2001, is entered into between MORRIS COMMUNICATIONS CORPORATION, a Georgia corporation ("Assignor"), and MCC RADIO, LLC, a Georgia limited liability company ("Assignee").

WITNESSETH:

Assignor and Assignee are parties to a Bill of Sale to which Assignor agrees to sell to Assignee, and Assignee agrees to purchase from Assignor, all of the assets primarily used or useful in connection with the operation of Assignor's radio business ("MCC Radio Business"); and

Assignor desires to transfer and assign to Assignee the assets described herein, and Assignee desires to accept the transfer and assignment thereof and to assume certain obligations thereunder.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Contracts. The contracts being assigned are those contracts necessary for the day to day operations of MCC Radio Business, including but not limited to Assignor's rights under those leases listed on Exhibit "A". To the extent any or all of the contracts assigned herein prohibit assignment, Assignor, or its successor in interest, shall hold the contract for the benefit of Assignee.
2. Assignment of Intellectual Property Rights. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest, duties and obligations to and under:
 - a. All trade name and trademark rights Assignor has and uses primarily in the MCC Radio Business and all goodwill in connection with said trade names and trademarks, and all other copyrights, copyright applications, patents, trademarks, trademark applications, trade names, series titles, trade secrets, know-how, photographs, drawings, graphs, technical data, video, film, printer film, digital files, editorial content, creative materials, design work, design specifications, graphics, programming, inventions, processes, databases, intellectual property and other similar intangible

rights and interests owned by the Assignor and used exclusively in connection with MCC Radio Business (collectively referred to as the "Intellectual Property").

- b. All interest and rights Assignor has in and to the internet domain names and all other electronic media used primarily in the MCC Radio Business, including, without limitation, the Internet websites located at such domain names; and
- c. All permits, licenses, including all FCC licenses, advertising contracts, telephone numbers, directory listings, yellow page advertising, post office boxes, mailing permits, facsimile numbers and e-mail addresses used primarily in MCC Radio Business (collectively referred to as "Licensed Property").

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns from and after the date hereof.

3. Assumption. Assignee, for itself, its successors and assigns, hereby accepts the transfer and assignment of the Assigned Contracts, Intellectual Property and Licensed Property used primarily in MCC Radio Business and assumes and agrees to pay, satisfy and discharge the liabilities, obligations, and commitments of Assignor arising on or after the date of the Bill of Sale between Assignor and Assignee.
4. Further Documents. Assignor covenants that it shall, upon the request of Assignee, execute and deliver such further assignments and other documents as may be reasonably required to confirm or otherwise to carry out the transactions contemplated by this Agreement.
5. Counterparts. This Agreement may be executed in one or more counterparts, which collectively shall have the same legal effect as if all signatures have appeared on the same physical document.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement on this ___ day of _____, 2001.

MORRIS COMMUNICATIONS CORPORATION

By: C. S. Mitchell
As Its: VICE PRESIDENT

MCC RADIO, LLC

By: C. S. Mitchell
As Its: VICE PRESIDENT