

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (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:

Pioneer Broadcasting Company, Inc.

- Individual(s)
- General Partnership
- Corporation - State of Washington
- Association
- Limited Partnership
- Other:

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

2. Name and address of receiving party(ies)

Name: Morris Communications Corporation  
725 Broad Street  
Augusta, GA 30903-0936

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

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

3. Nature of conveyance:

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

Execution Date: December 1, 1998

4. Application number(s) or registration number(s):

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) \_\_\_\_\_ \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 501129

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

DO NOT USE THIS SPACE

B. Statement and Signature:

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

9/29/06

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, DC, 20231

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

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS, TRADEMARKS AND INTELLECTUAL PROPERTY is effective the 1st day of December, 1998 ("Agreement"), by and between PIONEER BROADCASTING COMPANY, INC., a Washington corporation ("Assignor"), and MORRIS COMMUNICATIONS CORPORATION, a Georgia corporation ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor and Assignee are parties to an Assets Purchase and Sale Agreement dated July 10, 1998, and as amended (the "Assets Purchase Agreement"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, substantially all of the assets used or useful in connection with the operation of radio stations KFQD-FM, Anchorage, AK; KHAR-AM, Anchorage, AK; KMXS-FM, Anchorage, AK; KBRJ-FM, Anchorage, AK; KEAG-FM, Anchorage, AK; KWHL-FM, Anchorage, AK; KWIQ-FM, Moses Lake, WA; KWIQ-AM, Moses Lake, WA; KKRT-AM, Wenatchee, WA; KKRK-FM, Wenatchee, WA; KYYF-FM, Wilson Creek, WA; KXRO-AM, Aberdeen, WA; and KDUX-FM, Aberdeen, WA; and

WHEREAS, pursuant to Section 1.1 of the Assets Purchase Agreement, Assignor desires to transfer and assign to Assignee the assets described below, and Assignee desires to accept the transfer and assignment thereof and to assume certain obligations thereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Assets Purchase Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor warrants that, immediately prior to the assignment contemplated hereunder, Assignor was a party to each of the Contracts (as defined below) listed on the attached Exhibits 1.7 and 2.17.1 (the "Exhibits"). Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, interest, duties and obligations to and under: (a) all contracts, agreements, leases, and similar documents and instruments listed in the Exhibits to the Assets Purchase Agreement (collectively referred to as the "Contracts"); and, (b) the call letters KFQD-FM; KHAR-AM; KMXS-FM; KBRJ-FM; KEAG-FM; KWHL-FM; KWIQ-FM; KWIQ-AM; KKRT-AM; KKRK-FM; KYYF-FM; KXRO-AM; and, KDUX-FM; and all trademarks, trade names, service marks, and other intellectual property rights of the business and operation of the Stations and either owned by Assignor or licensed to Assignor on the date hereof, together with any associated goodwill, including but not limited to the Station's public files and any other documents or records governmentally required to be maintained by or at the Station (collectively referred to as the "Intellectual Property").

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns from and after the date hereof, subject to the covenants, conditions and provisions provided in the Assets Purchase Agreement.

2. Assumption. Assignee, for itself, its successors and assigns, hereby accepts the transfer and assignment of the Contracts and the Intellectual Property and assumes and agrees to pay, satisfy and discharge the liabilities, obligations, and commitments of Assignor arising on or after the date hereof under such Contracts and Intellectual Property, unless otherwise required by the Local Marketing Agreement.

3. Capitalized Terms. All capitalized terms used herein shall have the meanings given such terms in the Assets Purchase Agreement, unless otherwise indicated herein.

4. No Modification. This Agreement is executed and delivered pursuant to the Assets Purchase Agreement and does not amend or modify the Assets Purchase Agreement. In the event of any conflict between this Agreement and the Assets Purchase Agreement, the Assets Purchase Agreement shall govern.

5. 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 the Assets Purchase Agreement and this Agreement.

6. Counterparts. This Agreement may be executed in one or more counterparts, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document.

7. Governing Law. This Agreement shall, depending on the location of the Contracts or Intellectual Property, be governed by and construed in accordance with the laws of the States of Washington or Alaska.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement on the day and year first above written.

PIONEER BROADCASTING COMPANY, INC.

By: M. A. Clapp  
Margaret A. Clapp, President

MORRIS COMMUNICATIONS CORPORATION

By: William S. Morris, IV  
William S. Morris, IV, President

Upionbr/morris/closing/m/a.c.c.