

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
North Dakota Television, L.L.C.		01/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
North Dakota Television License Sub, L.L.C.		01/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
South Dakota Television, L.L.C.		01/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
South Dakota Television License Sub, L.L.C.		01/03/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Hoak Media of Dakota, LLC
Street Address:	500 Crescent Court, Ste. 220
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1536814	KFYR
Registration Number:	1535779	KMOT
Registration Number:	1545683	KUMV TV
Registration Number:	1546772	KQCD TV
Registration Number:	2522209	KSFY

CORRESPONDENCE DATA

Fax Number: (202)887-4288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202.887.4000

CH \$140.00 1536814

Email: dlee@akingump.com
Correspondent Name: David C. Lee - Akin Gump
Address Line 1: 1333 New Hampshire Ave., N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-1564

ATTORNEY DOCKET NUMBER:	600366.0001
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NAME OF SUBMITTER:	David C. Lee
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Signature:	/David C. Lee/
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Date:	03/14/2007
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Total Attachments: 5
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ASSIGNMENT AND ASSUMPTION OF INTANGIBLES

This ASSIGNMENT AND ASSUMPTION OF INTANGIBLES ("Assignment and Assumption of Intangibles") is made and entered into as of January 3, 2007, by, between and among NORTH DAKOTA TELEVISION, L.L.C., a Delaware limited liability company ("NDTV"), NORTH DAKOTA TELEVISION LICENSE SUB, L.L.C., a Delaware limited liability company ("ND License"), SOUTH DAKOTA TELEVISION, L.L.C., a Delaware limited liability company ("SDTV"), SOUTH DAKOTA TELEVISION LICENSE SUB, L.L.C., a Delaware limited liability company ("SD License"; collectively referred to together with NDTV, SDTV and ND License as "Assignors" and each, individually, as an "Assignor"), and HOAK MEDIA OF DAKOTA, LLC, a Delaware limited liability company ("Assignee"), pursuant to the terms and provisions of the Asset Purchase Agreement, dated as of July 14, 2006, by and among Hoak Media LLC, a Delaware limited liability company ("Parent"), and Assignors (the "Purchase Agreement"). Capitalized terms used in this Assignment and Assumption of Intangibles that are defined in the Purchase Agreement shall have the meanings ascribed to them in the Purchase Agreement unless otherwise defined in this Assignment and Assumption of Intangibles.

WHEREAS, Parent has assigned its rights and obligations under the Purchase Agreement to Buyer, its wholly-owned subsidiary, and to Hoak Media of Dakota License, LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent: and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to assign all of their rights, title and interests in and to the Intangibles to Assignee, and Assignee, as the assignee of Parent, has agreed to, or to cause Assignee to, accept such assignment.

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, it is hereby agreed that:

1. Assignment and Assumption. Each Assignor hereby sells, assigns and transfers to Assignee, and Assignee does hereby accept and assume, all of each Assignor's right, title and interest in and to the Intangibles, including, without limitation, the registered Intangibles described in Annex A attached hereto and incorporated herein by this reference, all in accordance with the terms of the Purchase Agreement.

2. Purchase Agreement. This Assignment and Assumption of Intangibles is subject in all respects to the terms and conditions of the Purchase Agreement and does not (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend or supersede any of the obligations, covenants, agreements, representations or warranties of Assignee, any Assignor or any other party thereto contained in the Purchase Agreement or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of Assignee, any Assignor or any other party thereto provided in or under the Purchase Agreement. In the event the terms of this Assignment and Assumption of Intangibles conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

3. Further Assurances.

(a) Each Assignor hereby covenants and agrees to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers and assurances that may be reasonably requested by Assignee in order to give effect to this Assignment and Assumption of Intangibles including, without limitation, as contemplated by Section 7.2 of the Purchase Agreement.

(b) Assignee hereby covenants and agrees to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances and assurances that may be reasonably requested by any Assignor in order to give effect to this Assignment and Assumption of Intangibles including, without limitation, as contemplated by Section 7.2 of the Purchase Agreement.

4. Successors and Assigns. This Assignment and Assumption of Intangibles shall be binding on and inure to the benefit of the parties hereto, and their respective successors and assigns:

5. Governing Law. This Assignment and Assumption of Intangibles and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed therein.

6. Counterparts. This Assignment and Assumption of Intangibles 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 Assignment and Assumption of Intangibles may be executed and delivered in counterpart signature pages executed and delivered via e-mail or facsimile transmission, and any such counterpart executed and delivered via e-mail or facsimile transmission shall be deemed an original for all intents and purposes.

7. No Third-Party Beneficiaries. Nothing in this Assignment and Assumption of Intangibles shall be deemed to create any right with respect to any person not a party to, or any property not subject to, this Assignment and Assumption of Intangibles.

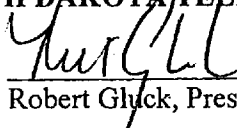
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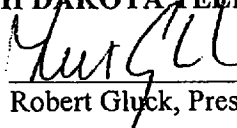
IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Intangibles as of the day and year first above written.

ASSIGNORS:

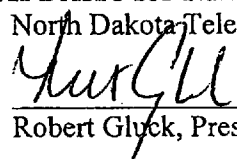
NORTH DAKOTA TELEVISION, L.L.C.

By: 
Robert Gluck, President

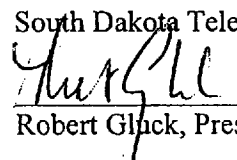
SOUTH DAKOTA TELEVISION, L.L.C.

By: 
Robert Gluck, President

NORTH DAKOTA TELEVISION LICENSE SUB, L.L.C.

By: North Dakota Television, L.L.C., its member-manager
By: 
Robert Gluck, President

SOUTH DAKOTA TELEVISION LICENSE SUB, L.L.C.

By: South Dakota Television, L.L.C., its member-manager
By: 
Robert Gluck, President

ASSIGNEE:

HOAK MEDIA OF DAKOTA, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Intangibles as of the day and year first above written.

ASSIGNORS:

NORTH DAKOTA TELEVISION, L.L.C.

By: _____
Robert Gluck, President

SOUTH DAKOTA TELEVISION, L.L.C.

By: _____
Robert Gluck, President

**NORTH DAKOTA TELEVISION LICENSE SUB,
L.L.C.**

By: North Dakota Television, L.L.C., its member-
manager

By: _____
Robert Gluck, President

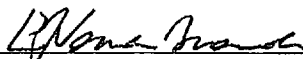
**SOUTH DAKOTA TELEVISION LICENSE SUB,
L.L.C.**

By: South Dakota Television, L.L.C., its member-
manager

By: _____
Robert Gluck, President

ASSIGNEE:

HOAK MEDIA OF DAKOTA, LLC

By: 
Name: Eric Van den Branden
Title: Pres

Annex A

REGISTERED INTANGIBLES

Federal Registrations:

Mark	Registration No.
KFYR	1,536,814
KMOT	1,535,779
KUMV TV	1,545,683
KQCD TV	1,546,772
KSFY	2,522,209

State Registrations:

Service Mark	Registration No.
DAKOTA FIRST NEWS	0147351

Copyrights:

Registration No.	Title of Work
PA591148	KFYR Evening report: 9/14/92
PA591144	KFYR Evening report: 4/3/92

Domain Names:

KFYRTV.COM
KMOT.COM
KUMV.COM
KQCD.COM
KVLVTV.COM
KVLVTV11.COM
KSFY.COM
JOBSITE.TV

WICKS TV / HOAK MEDIA
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