

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
KTVO License Subsidiary, Inc.		08/11/2006	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Barrington Kirksville LLC		
Street Address:	2500 W. Higgins Road		
Internal Address:	c/o Barrington Broadcasting Group, Ste 880		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60195		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2606824	KTVO	
CORRESPONDENCE DATA			
Fax Number:	(212)318-6847		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	rls@paulhastings.com		
Correspondent Name:	Paul, Hastings, Janofsky & Walker		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38715.00012		
NAME OF SUBMITTER:	Lisa M. Willis		
Signature:	/lmw/		
Date:	06/15/2007		

CH \$40.00 2606824

Total Attachments: 7

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is entered into on this 11th day of August, 2006, by and among Raycom Media, Inc. (the "Parent"), each of the entities listed on Schedule I hereto (collectively with the Parent, the "Sellers") and Barrington Kirksville LLC (the "Buyer").

RECITALS

WHEREAS, Barrington Broadcasting Corporation ("BBC") and the Sellers have entered into an Asset Purchase Agreement, dated as of March 24, 2006 (the "Purchase Agreement"), pursuant to which, among other things, the Sellers have agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Sellers, the Station Assets (as defined in the Purchase Agreement) (capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, BBC has agreed to assume certain obligations and liabilities in connection with the purchase of the Station Assets;

WHEREAS, Section 11.3 of the Purchase Agreement permits BBC to assign its rights and obligations (as an entirety or with respect to one or more of the Stations) to one or more Affiliates without the prior written consent of, but upon notice given to, Sellers;

WHEREAS, this Bill of Sale shall serve as notice to Sellers of BBC's assignment to the Buyer of its right to purchase all of the Station Assets, other than the FCC Licenses, relating to the following Station: KTVO (the "KTVO Purchased Assets");

WHEREAS, the Sellers desire to grant, sell, transfer, convey, assign and deliver to the Buyer all of the Sellers' right, title, privilege and interest in and to the KTVO Purchased Assets, and the Buyer desires to accept the grant, sale, transfer, conveyance, assignment and delivery of the KTVO Purchased Assets and to assume all of the Assumed Obligations relating to the KTVO Purchased Assets (the "KTVO Assumed Obligations").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of the Station Assets.

1.1. Pursuant to the terms of the Purchase Agreement, each Seller, to the extent applicable, does hereby irrevocably grant, sell, transfer, convey, assign and deliver to the Buyer, free and clear of all Liens other than Permitted Liens, all of such Seller's right, title, privilege and interest, if any, in and to the KTVO Purchased Assets, to have and to hold the same unto the Buyers and its successors and assigns, forever.

1.2. The Buyer hereby accepts the grant, sale, transfer, conveyance, assignment and delivery of the KTVO Purchased Assets.

2. Assumption of the Assumed Obligations.

2.1. Pursuant to the terms of the Purchase Agreement, the Buyer hereby undertakes and agrees from and after the date hereof to assume and to pay, perform and discharge in accordance with their respective terms the KTVO Assumed Obligations.

2.2. Nothing contained herein shall require the Buyer to pay or discharge any obligations expressly assumed hereby so long as the Buyer shall in good faith contest or cause to be contested the amount or validity thereof.

2.3. Other than as specifically stated above or in the Purchase Agreement, the Buyer assumes no debt, liability or obligation of the Sellers, including, without limitation, the Retained Obligations, by this Bill of Sale, and it is expressly understood and agreed that all debts, liabilities and obligations not expressly assumed by the Buyer, BCC or their respective affiliates on the date hereof shall remain the sole obligation of the Sellers and their respective successors and assigns.

3. Acknowledgement. For the avoidance of doubt, the Parent, Sellers and Buyer acknowledge and agree that the Marks, Copyrights, Intangible Property and other intellectual property included in the KTVO Purchased Assets granted, sold, transferred, conveyed, assigned and delivered by the Sellers to the Buyer pursuant to this Bill of Sale shall include, but not be limited to, the following and the goodwill symbolized thereby:

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Owner</u>
AroundTheHeartland.com	4/6/2008	Raycom TV Broadcasting, Inc.
Ktvo.com	2/21/2006	Raycom TV Broadcasting, Inc.
ktvotv3.com	1/15/2008	Raycom TV Broadcasting, Inc.

<u>Trademark</u>	<u>Entity Name Mark Registered In</u>	<u>Reg. No.</u>	<u>Class</u>	<u>Expiration Date</u>	<u>State</u>
KTVO	KTVO LICENSE SUBSIDIARY, INC.	2,606,824	Class 38	8/13/2012	Federal
SPIRIT OF THE HEARTLAND	KTVO LICENSE SUBSIDIARY, INC.	284,734	Class 107	9/30/2008	Iowa

4. Miscellaneous.

4.1. Other than the parties hereto, nothing in this Bill of Sale, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature under or by reason of this Bill of Sale.

4.2. This Bill of Sale may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Bill of Sale may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes.

4.3. The construction and performance of this Bill of Sale shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Bill of Sale or the transactions contemplated hereby shall be brought in any state or federal court located in the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 11.4 of the Purchase Agreement shall be deemed effective service of process on such party.

4.4. Whenever possible, each provision or portion of any provision of this Bill of Sale shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Bill of Sale is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Bill of Sale shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

4.5. Notwithstanding any other provisions of this Bill of Sale to the contrary, nothing contained in this Bill of Sale shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the covenants, agreements, conditions, representations or warranties or, in general any of the rights and remedies, or any of the obligations and indemnifications, of the parties set forth in the Purchase Agreement. This Bill of Sale is intended only to affect the assignment and assumption of certain assets and liabilities in accordance with the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. In the event of

a conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have caused this Bill of Sale, Assignment and Assumption Agreement to be executed by their duly authorized officers as of the date first written above.

BUYER:

BARRINGTON KIRKSVILLE LLC

By: _____

Name: Paul M. McNicol

Title: Secretary

SELLERS:

RAYCOM MEDIA, INC.

RAYCOM TV BROADCASTING, INC.

COSMOS BROADCASTING CORPORATION

LIBCO, INC.

By: _____

Name: Paul McTear

Title: President

RAYCOM HOLDINGS LLC

KTVO LLC

KTVO LICENSE SUBSIDIARY LLC

KXRM/KXTU, LLC

KXRM/KXTU LICENSE SUBSIDIARY LLC

WACH LLC

WACH LICENSE SUBSIDIARY LLC

WSTM, LLC

WSTM LICENSE SUBSIDIARY LLC

WFXL, LLC

WFXL LICENSE SUBSIDIARY, LLC

WPBN/WTOM, LLC

WPBN/WTOM LICENSE SUBSIDIARY, LLC

WLUC, LLC

WLUC LICENSE SUBSIDIARY, LLC

WNWO, LLC

WNWO LICENSE SUBSIDIARY, LLC

By: _____

Name: Paul McTear

Title: Manager

IN WITNESS WHEREOF the parties hereto have caused this Bill of Sale, Assignment and Assumption Agreement to be executed by their duly authorized officers as of the date first written above.

BUYER:

BARRINGTON KIRKSVILLE LLC

By: _____
Name: Paul M. McNicol
Title: Secretary

SELLERS:

**RAYCOM MEDIA, INC.
RAYCOM TV BROADCASTING, INC.
COSMOS BROADCASTING CORPORATION
LIBCO, INC.**

By: *Paul H. McTear*
Name: Paul McTear
Title: President

**RAYCOM HOLDINGS LLC
KTVO LLC
KTVO LICENSE SUBSIDIARY LLC
KXRM/KXTU, LLC
KXRM/KXTU LICENSE SUBSIDIARY LLC
WACH LLC
WACH LICENSE SUBSIDIARY LLC
WSTM, LLC
WSTM LICENSE SUBSIDIARY LLC
WFXL, LLC
WFXL LICENSE SUBSIDIARY, LLC
WPBN/WTOM, LLC
WPBN/WTOM LICENSE SUBSIDIARY, LLC
WLUC, LLC
WLUC LICENSE SUBSIDIARY, LLC
WNWO, LLC
WNWO LICENSE SUBSIDIARY, LLC**

By: *Paul H. McTear*
Name: Paul McTear
Title: Manager

SCHEDULE I

SELLERS OTHER THAN PARENT

Raycom TV Broadcasting, Inc., a Delaware corporation ("RTVB")

Raycom Holdings LLC, a Delaware limited liability company ("RHLLC")

KTVO LLC, a Delaware limited liability company

KTVO License Subsidiary LLC, a Delaware limited liability company

KXRM/KXTU, LLC, a Delaware limited liability company

KXRM/KXTU License Subsidiary, LLC, a Delaware limited liability company

WACH LLC, a Delaware limited liability company

WACH License Subsidiary LLC, a Delaware limited liability company

WSTM, LLC, a Delaware limited liability company

WSTM License Subsidiary, LLC, a Delaware limited liability company

WFXL, LLC, a Delaware limited liability company

WFXL License Subsidiary, LLC, a Delaware limited liability company

WPBN/WTOM, LLC, a Delaware limited liability company

WPBN/WTOM License Subsidiary, LLC, a Delaware limited liability company

WLUC, LLC, a Delaware limited liability company

WLUC License Subsidiary, LLC, a Delaware limited liability company

WNWO, LLC, a Delaware limited liability company

WNWO License Subsidiary, LLC, a Delaware limited liability company

Cosmos Broadcasting Corporation, a South Carolina corporation

LibCo, Inc., a Nevada corporation