

08-24-2007



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To the Director of the U. S. P.

Attached documents or the new address(es) below.

1. Name of conveying party(ies):

Hubbard Broadcasting, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Minnesota
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Hubbard Holdings, LLC

Name: _____
Internal Address: _____

Street Address: 3415 University Avenue

City: Saint Paul

State: Minnesota

Country: USA Zip: 55114

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Limited Liability Company Citizenship USA

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 1, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) #1421448
#2463950 and #2463951

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

#1421448: CONUS, design plus words #2463950: CONUS COMMUNICATIONS, design plus words
#2463951: CONUS COMMUNICATIONS, design plus words

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

Name: Daniel M. Satorius

Internal Address: _____

Street Address: Lommen Abdo Law Firm

Suite 2000, IDS Center

80 South 8th Street Minneapolis

State: MN Zip: 55402

Phone Number: 612-336-9332

Fax Number: 612-339-8064

Email Address: dsatorius@lommen.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed Check # 593911

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

40.00 DP
50.00 DP
00000022 1421448

9. Signature:

Daniel M. Satorius
Signature

Daniel M. Satorius

August 15, 2007

Date

Name of Person Signing

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

08/24/2007 11:49:01
01 FI: 8521
02 FI: 8522

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**AMENDED AND RESTATED
BILL OF SALE AND ASSIGNMENT AGREEMENT**

THIS AMENDED AND RESTATED BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Agreement"), effective as of 12:00 midnight, CST, January 1, 2005 (the "Effective Time") is made and entered into by Hubbard Broadcasting, Inc., a Minnesota corporation ("HBI").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HBI agrees as follows:

1. **Assignment.** HBI hereby assigns, transfers and conveys to Hubbard Holdings, LLC ("HOLDINGS") all of its right, title and interest in and to those assets, properties, whether tangible or intangible, and rights, including leases and leasehold improvements previously owned by CONUS Communications Company Limited Partnership and transferred by Bill of Sale to HBI (collectively, the "Video Archive Assets"), including, but without limitation, the following:

- a. All equipment, supplies, furniture and fixtures located at the former CONUS Communications Company Corporate Headquarters Building at 3415 University Ave., St. Paul, Minnesota, listed on Schedule 1.a hereto;
- b. The agreements listed on Schedule 1.b hereto and all claims and rights thereunder (the "Video Archive Agreements");
- c. All intellectual property, copyrights, trademarks and service marks set forth on Schedule 1.c, together with the good will of the business symbolized by the marks, and all registrations and applications relating to the marks, and all designs, logos and graphic representations of the marks adopted by and/or used by the Assignor, and the benefits of any rights at common law or otherwise which have accrued to the Assignor through the use of the mark, and Assignor's rights to bring actions and claims of relief in respect of any infringement of the marks which occurred prior to the date of this Agreement;
- d. All books and records, files, correspondence, and customer lists of HBI pertaining to the Video Archive Assets;
- e. All cash, securities, reserves, deposits and accounts of HBI pertaining the Video Archive Assets;
- f. The Video Archive, described on Schedule 1.f;
- g. All accounts receivable and prepaid deposits of HBI pertaining to the Video Archive Assets; and
- h. All trade secrets, technical data and know-how of HBI pertaining to the Video Archive assets.

2. **Assignment of Obligations.** HBI hereby assigns and delegates to HOLDINGS all of its obligations, whether or not matured, contingent or otherwise, including, without limitation, all executory duties and responsibilities in connection with the Video Archive Agreements to be performed on or after the Effective Time, and all liabilities which arise in connection with the Video Archive Assets (collectively, the "Video Asset Liabilities").

3. **Authority.** HBI hereby constitutes HOLDINGS as its true and lawful attorney in fact, with full power of substitution in HBI's name and stead (such agency and powers shall be deemed coupled with an interest and shall be irrevocable) to do all of the following:

- a. Demand and receive payments and otherwise enforce the provisions of any of the Video Archive Agreements;
- b. Give receipts and releases for and in respect of the same;
- c. Institute and prosecute in the name of HBI or otherwise, any and all legal and administrative proceedings that HOLDINGS reasonably deems proper in order to assert or enforce any claim, right or title in or to any of the Video Archive Assets transferred hereunder;
- d. Defend or compromise any and all actions, suits or proceedings in respect of any of the Video Archive Assets; and
- e. Give such notices and to do all such acts or things in relation to the Video Archive Assets as HOLDINGS shall deem desirable.

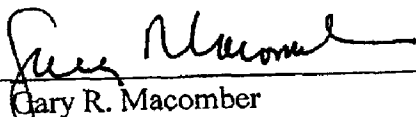
4. **Further Assurances.** HBI hereby agrees to execute and deliver or cause to be executed and delivered all such further assignments, instruments of transfer, conveyances, deeds, powers of attorney and assurances as HOLDINGS shall reasonably require.

5. **Effective Time.** All obligations, assignments and assumptions as provided for herein shall be effective at the Effective Time, and without further action by either of the parties.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, HBI has duly executed and delivered this Agreement effective as the date and time first above written.

HUBBARD BROADCASTING, INC.

By: 

Gary R. Macomber
Its: Assistant Secretary

Schedule 1.a

Equipment, Supplies, Furniture and Fixtures

Description	Asset Number	Acquisition Date
PREFIX NOISE RDCR/IMAGE PRC	4826	10/27/1999
SNELL/WILCOX NOISE REDUCER	4829	11/12/1999
CHYRON GRAPHICS SYSTEM	366	3/1/1996
USED SONY BETA SP #BVW 70	391	6/1/1996
BETA SP TAPE MACHINE	1	1/1/1997

Schedule 1.b

Principal Agreements

1. All Video Licensing Agreements between CONUS and clients that license CONUS's archived video footage for specific uses.
2. All Sales Representation Agreements between CONUS and third-party providers of video to CONUS, which Agreements grant CONUS the right to act as a sales representation or distribution agent for the video of such third parties, including, but not limited to, the following:

<u>Company</u>	<u>Dated</u>
Ron Schara Enterprises, Inc	2/10/04
Stonehouse Stock Footage	3/14/04
C-Vision Productions	3/15/04
YourExpedition	3/25/04
Hot Under the Collar Productions, Ltd.	8/16/04
Media Research and Clearances, Inc	11/18/04

3. All Video Gathering Agreements: between CONUS and third parties that obligate the third party to gather video material on CONUS's behalf for licensing through the CONUS Archive, including, but not limited to, the following:

PSN Partners, LLC	8/16/04
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4. Purchase, Assignment and Assumption Agreement between CONUS and The Towne Group, Inc., dated February 1, 2003.
5. That certain Sale Agreement dated December 31, 2002 between CONUS and John Feller pertaining to the sale of TVi Media, LLC.
6. Merchant Agreement CONUS Communications Company Limited Partnership and FBS Card Services dated August 19, 1996.

Schedule 1.c

Intellectual Property

Copyright Registrations:

1. Registration Number: PA-972-190
Title: Legislative-sit-in : no. NN-14.
Description: Videocassette (Betacam)
Claimant: [Author and claimant] Conus Communications Company, LP
Created: 2000
Published: 19Jan00
Registered: 24Jan00
Title on © Application: Governor Jeb Bush, January 18, 2000--sunrise, noon day feed.
Previous Related Version: Prev. reg.
Claim Limit: NEW MATTER: editing.
Special Codes: 4/X/L

2. Registration Number: PA-974-439
Title: Bush comment : no. AA02.
Description: Videocassette (Betacam)
Claimant: [Author and claimant] Conus Communications Company, LP
Created: 2000
Published: 18Jan00
Registered: 27Jan00
Title on © Application: Governor Jeb Bush, January 18, 2000 : first edited feed.
Previous Related Version: Footage prev. reg. 2000.
Claim Limit: NEW MATTER: editing.
Special Codes: 4/X/L

Schedule 1.c
(continued)

Intellectual Property

Trademark Registrations:

1. CONUS COMMUNICATIONS and Design, USPTO Reg. No. 2463951.
2. CONUS COMMUNICATIONS and Design, USPTO Reg. No. 2463950.
3. ALL NEWS CHANNEL and Design, USPTO Reg. No. 2661014.
4. ALL NEWS CHANNEL and Design, USPTO Reg. No. 2661015.
5. CONUS and Design, USPTO Reg. No. 1421448.

CONUS Video Archive

The CONUS Video Archive consists of approximately 15,000 hours of television news coverage (1984-2002). The Archive is generally comprised of (a) a "General Collection" (video of personalities, events or locations since approximately 1984), news stories of the day, and (b) the "Washington, D.C. Collection" (video covering people, places and events in the Washington D.C. area, since the early 1980s.) The Archive is maintained on U-Matic, M-II and Beta format videotapes, and is currently located at CONUS's office located at 3415 University Avenue, St. Paul MN 55114.

The majority of the Archive material originated with the CONUS News Service as footage commissioned by CONUS, footage submitted by CONUS client stations or footage produced originally by CONUS for the News Service.

CONUS' rights to material not originally produced by CONUS are derived from agreements with the CONUS client stations (typically as part of their CONUS News Service Agreement) or from agreements with the third-party providers of video to CONUS original producers.

In addition the Archive acts as a sales agent and representative for video content produced by third-party producers ("Third Party Video") subject to a standard Sales Representation Agreement. CONUS may (depending on the case) house within its premises some Third Party Video for purposes of sales and marketing, but has no ownership in said materials.