

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
Fox Television Stations, Inc.		07/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Community Television of Alabama, LLC		
Street Address:	1717 Dixie Highway		
Internal Address:	Suite 650		
City:	Ft. Wright		
State/Country:	KENTUCKY		
Postal Code:	41011		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2198838	GOOD DAY ALABAMA	
CORRESPONDENCE DATA			
Fax Number:	(202)776-4981		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.776.2351		
Email:	trademark@dowlohnes.com		
Correspondent Name:	Kristin M. Leavy, Dow Lohnes PLLC		
Address Line 1:	1200 New Hampshire Avenue NW		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	01822.0003		
NAME OF SUBMITTER:	Kristin M. Leavy		
Signature:	/Kristin M. Leavy/		

CH \$40.00 2198838

Date:

05/28/2009

Total Attachments: 6

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**ASSIGNMENT AND ASSUMPTION FOR
STATION INTELLECTUAL PROPERTY**

This **ASSIGNMENT AND ASSUMPTION FOR STATION INTELLECTUAL PROPERTY** is made as of the 14th day of July, 2008, by and between Fox Television Stations, Inc., a Delaware corporation, including its Affiliates (collectively, "Assignor"), and Community Television of Alabama, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the Assignor and FoxCo Acquisition Sub, LLC ("Buyer") are parties to that certain Stock and Asset Purchase Agreement dated as of December 21, 2007 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey, and deliver to Buyer and Buyer has agreed to purchase, acquire, and accept from Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Assignor's right, title and interest in and to the Station Intellectual Property;

WHEREAS, pursuant to Section 9.3 of the Purchase Agreement, Buyer has assigned to Assignee its rights and obligations with respect to Station Intellectual Property used or held for use exclusively in connection with the operation of television broadcast station WBRC(TV) (Birmingham, Alabama) (the "WBRC Station Intellectual Property"); and

WHEREAS, the Registered Intellectual Property included within such WBRC Station Intellectual Property is listed and described in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof and of the Purchase Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of its right, title, and interest in and to the WBRC Station Intellectual Property, including, without limitation, any and all goodwill associated with the trademarks included in the WBRC Station Intellectual Property, free and clear of all Encumbrances. Notwithstanding anything to the contrary herein or in the Purchase Agreement, specifically excluded from this Assignment and Assumption for Station Intellectual Property are the Excluded Assets.
2. Assumption. Assignee hereby purchases, acquires, and accepts the WBRC Station Intellectual Property.

3. Terms of the Purchase Agreement. This Assignment and Assumption for Station Intellectual Property is given to evidence further the transfers and assignments contemplated by the Purchase Agreement and, notwithstanding any other provisions of this Assignment and Assumption for Station Intellectual Property to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignor or Buyer set forth in the Purchase Agreement. This Assignment and Assumption for Station Intellectual Property is subject to and controlled by the terms of the Purchase Agreement. To the extent that any provision of this Assignment and Assumption for Station Intellectual Property conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

4. Further Assurances; Authorization.

A. Trademarks and Service Marks. Assignor agrees to execute and deliver at any future date any additional documents of conveyance and transfer as Assignee may reasonably request in order to more effectively convey and transfer the WBRC Station Intellectual Property from Assignor to Assignee in accordance with this Assignment and Assumption for Station Intellectual Property. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of any and all of Assignor's rights in the trademarks and service marks that are included within the WBRC Station Intellectual Property and that have received registrations from and/or for which applications have been submitted to the United States Patent and Trademark Office.

B. URLs. Assignor agrees to cooperate with Assignee to initiate and complete the transfer process for the registrations for each of the second-level domain names included within the WBRC Station Intellectual Property electronically from Assignor's account(s) to Assignee's account(s). Assignor further agrees to execute and deliver at any future date any additional documents of conveyance and transfer as Assignee may reasonably request in order to more effectively convey and transfer such registrations from Assignor to Assignee, including, but not limited to, any transfer documents required by a domain name registrar or where electronic transfer is not possible. Assignor authorizes and requests the applicable registration authority to transfer the registrations for each of the second-level domain names included within the WBRC Station Intellectual Property from Assignor to Assignee.

5. Successors and Assigns. The terms and conditions of this Assignment and Assumption for Station Intellectual Property shall inure to the benefit of and be binding upon the successors and permitted assigns of Assignor and Buyer in accordance with the Purchase Agreement.


6. Governing Law. This Assignment and Assumption for Station Intellectual Property will be governed by and construed and interpreted in accordance with the substantive Laws of the State of New York, without giving effect to any conflicts of Law, rule or principle that might require the application of the Laws of another jurisdiction.

7. Counterparts. This Assignment and Assumption for Station Intellectual Property may be executed in one or more counterparts for the convenience of the parties hereto, each of which counterparts shall be deemed an original and all of which together will constitute one and the same instrument. Facsimile signatures shall be treated as original signatures for all purposes hereunder.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption for Station Intellectual Property to be duly executed, as of the date first written above.

FOX TELEVISION STATIONS, INC.

By: 
Name: Paula Wardynski
Title: Vice President

COMMUNITY TELEVISION OF ALABAMA, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption for Station Intellectual Property to be duly executed, as of the date first written above.

FOX TELEVISION STATIONS, INC.

By: _____
Name: _____
Title: _____

COMMUNITY TELEVISION OF ALABAMA, LLC

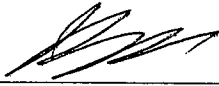
By:  _____
Name: Kevin G. Levy _____
Title: Vice President _____

EXHIBIT A

**REGISTERED INTELLECTUAL PROPERTY
INCLUDED WITHIN WBRC STATION INTELLECTUAL PROPERTY**

Trademarks:

Mark Name	Territory	Intl Class	Owner
GOOD DAY ALABAMA	United States	41	Fox Television Stations, Inc.
6 FAMILY HEALTH	Alabama	41	Fox Television Stations of Birmingham, Inc.
6 ON YOUR SIDE	Alabama	41	Fox Television Stations of Birmingham, Inc.

Domain Names:

Domain Name	Registrar	Registrant
http://wbrc.com/	MARKMONITOR INC.	Twentieth Century Fox Film Corporation