

TRADEMARK ASSIGNMENT

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08/03/2011
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Free State Communications, LLC		07/28/2011	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	PBC Broadcasting of Topeka, LLC		
Street Address:	6835 NW Highway 24		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66618		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3384654	KTKA	
CORRESPONDENCE DATA			
Fax Number:	(404)870-5547		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-870-4617		
Email:	ndickson@lockelord.com		
Correspondent Name:	Neil H. Dickson		
Address Line 1:	3333 Piedmont Road NE		
Address Line 2:	Terminus 200, Suite 1200		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	1004726-00016		
NAME OF SUBMITTER:	Vita E. Zeltser		
Signature:	/Vita E. Zeltser/		
700469175	TRADEMARK REEL: 004602 FRAME: 0428		

OP \$40.00 3384654

Date:

08/03/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and entered into as of July 28, 2011, (the "Effective Date"), by Free State Communications, LLC, a limited liability company organized under the laws of the State of Kansas ("Seller") and PBC Broadcasting of Topeka, LLC, a limited liability company organized under the laws of the State of Delaware ("Buyer"). Capitalized terms used herein, but not otherwise defined herein, shall have the meanings given to them in the Purchase Agreement (as defined below)

RECITALS

A. WHEREAS, PBC Broadcasting, LLC, a limited liability company organized under the laws of the State of Delaware ("PBC"), Seller and The World Company, a corporation organized under the laws of the State of Kansas and the parent company of Seller ("Parent") are parties to that certain Purchase and Sale Agreement dated as of February 3, 2011 (the "Purchase Agreement");

B. WHEREAS, pursuant to Section 11.8 of the Purchase Agreement, PBC has assigned all of its right, title and interest in, to and under the Purchase Agreement to Buyer and PBC Broadcasting of Topeka License, LLC, a limited liability company organized under the laws for the State of Delaware ("Licensee"), pursuant to that certain Assignment of Purchase and Sale Agreement, dated as of the date hereof, among PBC, Buyer and Licensee; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign and Buyer has agreed to assume, certain assets related to television broadcast station KTKA-TV, Topeka, Kansas (the "Station"), including the trademarks related to or used or owned by the Station, certain of which are listed on the attached Schedule A (collectively, the "Marks"); and

WHEREAS, Seller is the owner of all right, title and interest in and to the Marks and the corresponding registrations and/or applications for the Marks, together with the goodwill of the business connected with and symbolized by the Marks.

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 as follows:

1. Assignment. Seller does hereby sell, assign, transfer and convey to Buyer the entire right, title and interest in and to the Marks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Marks (including, without limitation, the right to renew any registrations included in the Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks), the same to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this sale, assignment, transfer and conveyance not been made.

2. Further Assurances. The Seller agrees, at no cost to Buyer, to execute and deliver at a future date any additional documents that Buyer reasonably determines is required to perfect Buyer's ownership of or title to the Marks.

3. Authorization. The Seller authorizes the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty it is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Buyer as the assignee and owner of any and all of the Seller's rights in the Marks.

4. Purchase Agreement. This Trademark Assignment 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 PBC, Buyer, Licensee, Seller or Parent contained in the Purchase Agreement, or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of PBC, Buyer, Licensee, Seller or Parent provided in or under the Purchase Agreement. If the terms of this Trademark Assignment conflict with the terms of the Purchase Agreement, then the terms of the Purchase Agreement shall govern.

5. Governing Law. This Trademark Assignment shall be construed and interpreted according to the laws of the State of Kansas, without regard to the conflict of law principles thereof.

6. Successors and Assigns. This Trademark Assignment shall be binding upon Seller and its successors and permitted assigns.

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first written above.

SELLER:

FREE STATE COMMUNICATIONS, LLC

By: 

Name: Thomas L. Hombaker

Title: Manager

BUYER:

PBC BROADCASTING OF TOPEKA, LLC

By: _____

Name: Todd Parkin

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first written above.

SELLER:

FREE STATE COMMUNICATIONS, LLC

By: _____
Name: Thomas L. Hornbaker
Title: Manager

BUYER:

PBC BROADCASTING OF TOPEKA, LLC

By:  _____
Name: Todd Parkin
Title: Chief Executive Officer

ATL 400645

Schedule A**Marks**

SERVICE MARK	REGISTRATION NUMBER	STATUS	REGISTRATION DATE	EXPIRATION/RENEWAL DATE
KTKA	3384654	Active	February 19, 2008	February 19, 2018

ATL 400645

RECORDED: 08/03/2011

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