

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
Freedom Broadcasting of Michigan, Inc.		03/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sinclair Communications, LLC		
Street Address:	10706 Beaver Dam Road		
City:	Cockeysville		
State/Country:	MARYLAND		
Postal Code:	21030		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1751575	WWMT3	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9497600404		
Email:	efiling@kmob.com		
Correspondent Name:	Tirzah Lowe/Knobbe Martens Olson & Bear		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	FREED22.014DD/FREEDO8.002		
NAME OF SUBMITTER:	Tirzah Abe Lowe		
Signature:	/ tirzah abe lowe /		

Date:

04/05/2012

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made as of April 1, 2012 by Freedom Broadcasting of Michigan, Inc., a Delaware corporation ("Assignor") to Sinclair Communications, LLC, a Maryland limited liability company ("Assignee").

WHEREAS, Freedom Communications Holdings, Inc. and certain of its broadcast related subsidiaries and affiliates, including Assignor, have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of November 1, 2011, with Sinclair Television Group, Inc. ("Sinclair");

WHEREAS, pursuant to that certain Notice of Assignment (the "Notice of Assignment"), dated as of November 22, 2011, Sinclair transferred and assigned to certain affiliates of Sinclair, including Assignee, and certain affiliates of Sinclair, including Assignee, assumed from Sinclair, all of Sinclair's rights, obligations, interests and liabilities under the Purchase Agreement;

WHEREAS, Assignor is the owner of registrations for the trademarks that are identified in Schedule A ("Marks") and desires to assign all right, title and interest in, to and under the Marks, together with the goodwill and business symbolized thereby;

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in, to and under the Marks; and

WHEREAS, pursuant to the Purchase Agreement and the Notice of Assignment, Assignor has agreed to assign all of its right, title and interest in, to and under the Marks to Assignee, and Assignee has agreed to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement:

Assignor hereby sells, conveys, transfers, assigns and delivers, as of the date written above, to Assignee, its successors and assigns all of Assignor's right, title and interest throughout the world in perpetuity in, to and under the Marks, and all renewals and extensions thereof, free of all Liens, other than Permitted Liens (as defined in the Purchase Agreement), whether statutory or at common law, including all registrations and applications therefor, the right to sue and recover for all past, present and future infringements and other violations of the Marks, and the goodwill associated with such Marks in the operation of the Business (as defined in the Purchase Agreement), the same to be held and enjoyed by Assignee to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignee hereby purchases, acquires and accepts such right, title and interest to and under the Marks.

This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Assignor hereby covenants and agrees to use its commercially

reasonable efforts to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Marks in Assignee. This Assignment is made without representation or warranty, except as provided in or pursuant to the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

This Assignment shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective permitted assigns.

Delivery of an executed signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original signature page of this Assignment. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR

FREEDOM BROADCASTING OF MICHIGAN, INC.

By: *Mitchell Stein*
Name: Mitchell Stein
Title: President

STATE OF _____)
)
CITY/COUNTY OF _____)

I HEREBY CERTIFY that on _____, 2012, before me, a Notary Public of the State of _____, personally appeared _____, who acknowledged himself to be the _____ of Freedom Broadcasting of Michigan, Inc. (the "Corporation") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACKNOWLEDGED AND ACCEPTED
as of the day and year first above written.

See attached California Acknowledgment

ACKNOWLEDGMENT

State of California
County of Orange)

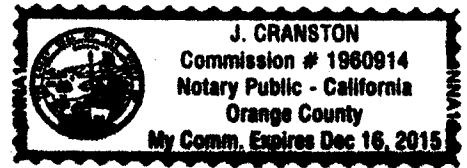
On March 28, 2012 before me, J. Cranston, Notary
(insert name and title of the officer)

personally appeared Mitchell Stern,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

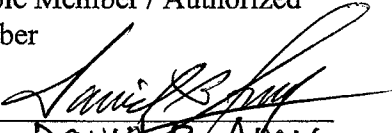
Signature J. Cranston (Seal)



ASSIGNEE

SINCLAIR COMMUNICATIONS, LLC


By: Sinclair Television Group, Inc.,
Its Sole Member / Authorized
Member

By: 
Name: David B. Amy
Title: Secretary of Sole Member

STATE OF Maryland)
CITY/COUNTY OF Harford)

I HEREBY CERTIFY that on March 29, 2012, before me, a Notary Public of the State of Maryland, personally appeared David B. Amy, who acknowledged himself to be the Secretary of Sinclair Television Group, Inc., the sole member of Sinclair Communications, LLC (the "Corporation") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.


WITNESS my hand and Notarial Seal.


Notary Public
My Commission Expires: August 15, 2014

ACKNOWLEDGED AND ACCEPTED
as of the day and year first above written.

SCHEDULE A

Trademarks

MARK	OWNER	APP. NO.	REG. NO.	RENEWAL DATE	STATE/ COUNTRY
	Freedom Broadcasting of Michigan, Inc.	74/264,417	1,751,575	02/09/2013	U.S.
ALLERGY ALERT	Freedom Broadcasting of Michigan, Inc.	N/A	N/A	Pending	Michigan
SHARE THE WARMTH	Freedom Broadcasting of Michigan, Inc.	N/A	N/A	Pending	Michigan
VIPIR 3D	Freedom Broadcasting of Michigan, Inc.	N/A	M03856	06/27/2012	Michigan
WEATHER WEAR	Freedom Broadcasting of Michigan, Inc.	N/A	M05612	07/28/2013	Michigan

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