

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
Raycom Media, Inc.		03/31/2009	CORPORATION: DELAWARE
Elcom of Virginia, LLC		03/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
Elcom of Virginia License Subsidiary, LLC		03/31/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FoxCo Acquisition, LLC
Street Address:	300 Dave Cowens Drive
Internal Address:	Suite 505
City:	Newport
State/Country:	KENTUCKY
Postal Code:	41071
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Community Television of Alabama, LLC
Street Address:	300 Dave Cowens Drive
Internal Address:	Suite 505
City:	Newport
State/Country:	KENTUCKY
Postal Code:	41071
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Community Television of Alabama License, LLC
Street Address:	300 Dave Cowens Drive
Internal Address:	Suite 505
City:	Newport
State/Country:	KENTUCKY
Postal Code:	41071
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

TRADEMARK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2561390	HEALTH TEAM 6
Registration Number:	2941126	NEWS 6 INVESTIGATES

CORRESPONDENCE DATA

Fax Number: 2027764981

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (202) 776-2284

Email: trademark@dowlohnes.com

Correspondent Name: Matthew L. Frisbee c/o Dow Lohnes PLLC

Address Line 1: 1200 New Hampshire Avenue, N.W.

Address Line 2: Suite 800

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	01822.0015
NAME OF SUBMITTER:	/Matthew L. Frisbee/
Signature:	/Matthew L. Frisbee/
Date:	09/13/2012

Total Attachments: 5

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**ASSIGNMENT AND ASSUMPTION FOR
RAYCOM INTANGIBLE PROPERTY**

This **ASSIGNMENT AND ASSUMPTION FOR RAYCOM INTANGIBLE PROPERTY** is dated as of the 31st day of March, 2009, by and among FoxCo Acquisition, LLC, a Delaware limited liability company ("FoxCo Parent"), Community Television of Alabama, LLC, a Delaware limited liability company ("FoxCo Alabama"), and Community Television of Alabama License, LLC, a Delaware limited liability company ("FoxCo Alabama License"); and (FoxCo Parent, FoxCo Alabama and FoxCo Alabama License, collectively, "Assignee"), on the one hand, and Raycom Media, Inc., a Delaware corporation ("Raycom Parent"), Elcom of Virginia, LLC, a Delaware limited liability company ("Elcom Virginia"), and Elcom of Virginia License Subsidiary, LLC, a Delaware limited liability company ("Elcom Virginia License"); and (Raycom Parent, Elcom Virginia and Elcom Virginia License, collectively, "Assignor"), on the other hand. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Exchange Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Exchange Agreement dated as of January 6, 2009 (the "Exchange Agreement"); and

WHEREAS, pursuant to the Exchange Agreement, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee and Assignee has agreed to purchase, acquire, and accept from Assignor, for the consideration and upon the terms and conditions set forth in the Exchange Agreement, all of Assignor's right, title and interest in and to the Raycom Intangible Property, including the Raycom Intangible Property listed and described in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in the Exchange 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 Exchange 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 Raycom Intangible Property, including, without limitation, any and all goodwill associated with the trademarks included in the Raycom Intangible Property. Notwithstanding anything to the contrary herein or in the Exchange Agreement, specifically excluded from this Assignment and Assumption for Raycom Intangible Property are the Raycom Excluded Assets.
2. Assumption. Assignee hereby purchases, acquires, and accepts the Raycom Intangible Property.
3. Terms of the Exchange Agreement. This Assignment and Assumption for Raycom Intangible Property is given to evidence further the transfers and assignments contemplated by the Exchange Agreement and, notwithstanding any other provisions of this Assignment and Assumption for Raycom Intangible 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 Assignee set forth in the Exchange Agreement. This Assignment and Assumption for Raycom Intangible Property is subject to and controlled by the terms of the Exchange Agreement. To the extent that any provision of this Assignment and Assumption for Raycom Intangible Property conflicts or is inconsistent with the terms of the Exchange Agreement, the Exchange 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 Raycom Intangible Property from Assignor to Assignee in accordance with this Assignment and Assumption for Raycom Intangible 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 Raycom Intangible 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 Raycom Intangible 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 Raycom Intangible Property from Assignor to Assignee.

5. Successors and Assigns. The terms and conditions of this Assignment and Assumption for Raycom Intangible Property shall inure to the benefit of and be binding upon the successors and permitted assigns of Assignor and Assignee in accordance with the Exchange Agreement.

6. Governing Law. This Assignment and Assumption for Raycom Intangible Property will be governed by and construed and interpreted in accordance with the substantive Laws of the State of Delaware, 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 Raycom Intangible 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 and portable document format (.pdf) signatures shall be treated as original signatures for all purposes hereunder.

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

ASSIGNEE:


FOXCO ACQUISITION, LLC

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

COMMUNITY TELEVISION OF ALABAMA, LLC

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

COMMUNITY TELEVISION OF ALABAMA LICENSE, LLC

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

ASSIGNOR:

RAYCOM MEDIA, INC.

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

ELCOM OF VIRGINIA, LLC

By: _____
Name: Paul H. McTear, Jr.
Title: President

ELCOM OF VIRGINIA LICENSE SUBSIDIARY, LLC

By: _____
Name: Paul H. McTear, Jr.
Title: President

Signature Page to Assignment and Assumption of IP (Raycom)

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

ASSIGNEE:

FOXCO ACQUISITION, LLC

By: _____

Name: Kevin G. Levy

Title: Vice President

COMMUNITY TELEVISION OF ALABAMA, LLC

By: _____

Name: Kevin G. Levy

Title: Vice President

COMMUNITY TELEVISION OF ALABAMA LICENSE, LLC

By: _____

Name: Kevin G. Levy

Title: Vice President

ASSIGNOR:

RAYCOM MEDIA, INC.

By: Paul H. McTear, Jr.

Name: Paul H. McTear, Jr.

Title: President

ELCOM OF VIRGINIA, LLC

By: Paul H. McTear, Jr.

Name: Paul H. McTear, Jr.

Title: President

ELCOM OF VIRGINIA LICENSE SUBSIDIARY, LLC

By: Paul H. McTear, Jr.

Name: Paul H. McTear, Jr.

Title: President

Signature Page to Assignment and Assumption of IP (Raycom)

TRADEMARK
REEL: 004860 FRAME: 0936

EXHIBIT A

RAYCOM INTANGIBLE PROPERTY

Elcom of Virginia, Inc.	Health Team 6	2,561,390	41	4/16/2012	Federal	
Elcom of Virginia, Inc.	Home Team 6					Common Law Trademark
Raycom Media, Inc.	News 6 Investigates	2,941,126	41	4/19/2015	Federal	
Elcom of Virginia, LLC	Storm Path 6					Common Law Trademark
Elcom of Virginia, LLC	FIRST. FAIR. EVERYWHERE	8430	41 & 38	5/30/2012	State of Virginia	

Domain Names

All listed below are registered in the name of Raycom Media, Inc.

Domain Name	Expiration Date
630.com	6/23/2014
630.org	6/23/2014
630online.com	6/29/2009
630online.com	6/29/2014
630online.com	6/29/2014
630online.com	6/29/2014
630online.com	6/29/2014
630online.com	6/29/2014
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