

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
NASSAU BROADCASTING I, LLC			11/30/2012
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WBIN MEDIA CO., INC.		
Street Address:	126 Daniel St., Suite 200		
City:	Portsmouth		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03801		
Entity Type:	CORPORATION: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3013086	FRANK FM	
CORRESPONDENCE DATA			
Fax Number:	3025763543		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3025715034		
Email:	jhiggins@ycst.com		
Correspondent Name:	James L. Higgins, Esq.		
Address Line 1:	Young Conaway Stargatt & Taylor, LLP		
Address Line 2:	1000 N. King Street		
Address Line 4:	Wilmington, DELAWARE 19801		
NAME OF SUBMITTER:		11/30/2012	
Signature:		/James L. Higgins/	
Date:		11/30/2012	

OP \$40.00 3013086

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective the 30th day of November, 2012, is made and entered into by and between NASSAU BROADCASTING I, LLC, a Delaware limited liability company (the "Assignor"), and WBIN MEDIA CO., INC., a New Hampshire corporation (the "Assignee"). Assignor and Assignee are each referred to herein as a "Party," and collectively, the "Parties."

WHEREAS, Assignor, Nassau Broadcasting II, LLC, Nassau Broadcasting III, LLC, Nassau Broadcasting Partners L.P., and Carlisle Capital Corporation ("Purchaser") are parties to a certain Asset Purchase Agreement dated as of May 30, 2012 (the "APA") pursuant to which Assignor agreed to sell assets to Purchaser;

WHEREAS, Purchaser assigned certain of its right under the APA to Assignee pursuant to that certain Partial Assignment of Asset Purchase Agreement, dated June 4, 2012, by and between Purchaser and Assignee;

WHEREAS, pursuant to the APA, Assignor has agreed to assign to Purchaser and its permitted assignee all of Assignor's rights, title and interest in and to certain intellectual property listed on Schedule A hereto, and all applications, registrations, and renewals in connection therewith, together with the goodwill of any business symbolized thereby and associated therewith (collectively, the "Trademarks");

WHEREAS, concurrent with and as an inducement to Assignor granting this Assignment, Assignee and Codcomm, Inc. ("Codcomm") will enter into a trademark license agreement pursuant to which Assignee shall grant Codcomm a perpetual, fully-paid, royalty-free right and license to the Trademarks within the Commonwealth of Massachusetts; and

WHEREAS, concurrent with the execution of this Assignment and in order to enable Assignor to continue its current use of the Trademarks, Assignee and Assignor will enter into a trademark license agreement (the "License Agreement") pursuant to which Assignee shall grant Assignor a perpetual, sublicensable, irrevocable, fully-paid, royalty-free, exclusive right and license to use the Trademarks within the State of New Jersey and the Commonwealth of Pennsylvania; and

WHEREAS, each Party has agreed to execute this Assignment for recordation with federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment to Assignee. Assignor hereby assigns to Assignee:
 - (a) all of Assignor's right, title and interest in, and goodwill associated with, the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof (the "Transferred Rights");

- (b) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;
- (c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and
- (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Grant of License to Assignor. Assignee hereby grants to Assignor, and Assignor hereby accepts, a perpetual, sublicensable, irrevocable, fully-paid, royalty-free right and license (the "License"), to use the Trademarks and the Transferred Rights within the State of New Jersey and the Commonwealth of Pennsylvania, subject to the restrictions set forth in this Assignment and the License Agreement.

3. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to rules governing the conflict of laws.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.


6. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given to them in the APA.

{Signature Page Follows}

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized representative.

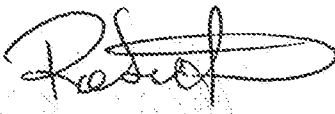
ASSIGNOR:

NASSAU BROADCASTING I, LLC
By: Nassau Broadcasting Partners, L.P.,
Its Sole Member
By: Nassau Broadcasting Partners, Inc.,
Its Corporate General Partner

By: 
Name: Peter D. Tonks
Title: Its Authorized Representative

STATE OF NEW JERSEY COUNTY OF MERCER ss.:

On NOVEMBER 29, before me, the undersigned, a Notary Public in and for said State, personally appeared PETER TONKS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


ROBERT P. QUINN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/20/2015

ASSIGNEE:

WBIN MEDIA CO., INC.

By: _____
Name: William H. Binnie
Title: President

STATE OF _____, COUNTY OF _____ ss.:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

NASSAU BROADCASTING I, LLC

By: Nassau Broadcasting Partners, L.P.,
Its Sole Member

By: Nassau Broadcasting Partners, Inc.,
Its Corporate General Partner

By: _____

Name: Peter D. Tonks

Title: Its Authorized Representative

STATE OF _____, COUNTY OF _____ ss.:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ASSIGNEE:

WBIN MEDIA CO., INC.

By: William H. Bonnie

Name: William H. Bonnie

Title: President

STATE OF New Hampshire, COUNTY OF Rockingham ss.:

On 11/29/2011, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Bonnie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Paul Baker
Notary Public*

SCHEDULE A

TRADEMARKS

Trademark	Reg. No/Serial No.	Reg. Date	Filing Date	Jurisdiction
FRANK FM	3013086/78381038	Nov. 8, 2005	March 9, 2004	United States