### 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
Cox Enterprises, Inc.		05/01/2013	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:	2750197	WTOV

### **CORRESPONDENCE DATA**

Fax Number:

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

via US Mail.

Phone: 4432550773

Email: mnsofor@tandllaw.com

Correspondent Name: Munachi Nsofor
Address Line 1: 100 Light Street
Address Line 2: Suite 1100

Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Munachi O. Nsofor	
Signature:	/MON/	
Date:	05/10/2013	

TRADEMARK REEL: 005025 FRAME: 0102 P \$40.00 2750197

### Total Attachments: 5

source=Assignment of Intangible Property - WTOV#page1.tif source=Assignment of Intangible Property - WTOV#page2.tif source=Assignment of Intangible Property - WTOV#page3.tif source=Assignment of Intangible Property - WTOV#page4.tif source=Assignment of Intangible Property - WTOV#page5.tif

### ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of May 1, 2013 (this "Assignment"), is entered into by and between Cox Enterprises, Inc., a Delaware limited liability company ("Assignor"), and Sinclair Communications, LLC, a Maryland limited liability company ("Assignee"), pursuant to, and subject to the terms of, that certain Stock and Asset Purchase Agreement, dated as of February 25, 2013 (the "Purchase Agreement"), by and among Cox Media Group, LLC, a Delaware limited liability company, KTVU, LLC, a Delaware limited liability company, WTOV, Inc., a Delaware corporation, and Sinclair Television Group, Inc., a Maryland corporation. Capitalized terms used in this Assignment and Assumption and not otherwise defined herein will have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Intangible Property related to the business of WTOV-TV, including the Intangible Property set forth on Attachment I (collectively, the "Station Intangible Property"); and

WHEREAS, Assignor wishes to confirm Assignee's ownership of the Station Intangible Property and to assign to Assignee all right, title and interest that Assignor may have in and to the Station Intangible Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in each case free and clear of all Liens, other than Permitted Liens, in and to the Station Intangible Property, together with all the goodwill associated therewith, the same to be used and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Station Intangible Property are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
- 2. Effective as of the Closing, the Assignee has succeeded to all right, title and standing of the Assignor to (a) receive all rights and benefits pertaining to the rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the rights described above.
- 3. This Assignment and Assumption is executed and delivered pursuant to the Purchase Agreement. This Assignment and Assumption may not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase

Agreement, and in the event of any conflict between this Assignment and Assumption and the Purchase Agreement, the Purchase Agreement will control.

- 4. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Station Intangible Property.
- 5. After Closing, each party shall from time to time, at the request of the other and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.
- 6. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. Except for the parties to this Assignment and Assumption and their respective successors and assigns, no person or entity is or will be entitled to bring any action to enforce any provision of this Assignment and Assumption against any of the parties.
- 7. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.
- 8. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Assignment.

[Signature Pages Follow]

4138630-2

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Intellectual Property as of the date first above written.

ASSIGNOR:

COX ENTERPRISES, INC.

By:

Name: Title:

Charles Bowen
Assistant Secretary

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY- WTOV]

### ASSIGNEE:

## SINCLAIR COMMUNICATIONS, LLC

By: Sinclair Television Group, its sole member .

By: Rung M. A. Raber
Title: General Course

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

## ATTACHMENT I

## INTANGIBLE PROPERTY

## Steubenville, OH

## Trademarks

Country / State	Mark	Registration #	Registration Date	Status	Current Registrant
ОНЮ	BEST 9	1696571	4/26/2007	Registered. Next renewal due 4/26/2017.	Cox Enterprises, Inc.
UNITED STATES	WTOV	2,750,197	8/12/2003	Registered. Next renewal due 8/13/2013.	Cox Enterprises, Inc.
WEST VIRGINIA	BEST 9	1007152	4/26/2007	Registered. Next renewal due 4/26/2017.	Cox Enterprises, Inc.

# Copyrights

None.

## **Domain Names**

None.

**TRADEMARK REEL: 005025 FRAME: 0108** 

**RECORDED: 05/10/2013**