

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303024

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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 |
| Duhamel Broadcasting Enterprises | | 04/24/2014 | CORPORATION: SOUTH DAKOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Rushmore Media Company, Inc. | | |
| Street Address: | 660 Flormann Blvd. | | |
| Internal Address: | Suite 100 | | |
| City: | Rapid City | | |
| State/Country: | SOUTH DAKOTA | | |
| Postal Code: | 57701 | | |
| Entity Type: | CORPORATION: SOUTH DAKOTA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2180055 | KOTA TV | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5742371125 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 574-237-1216 | | |
| Email: | michelle.horvath@btlaw.com | | |
| Correspondent Name: | D. Michael Anderson, Barnes & Thornburg | | |
| Address Line 1: | 700 1st Source Bank Center | | |
| Address Line 2: | 100 N. Michigan Street | | |
| Address Line 4: | South Bend, INDIANA 46601 | | |
| ATTORNEY DOCKET NUMBER: | 27159-108 | | |
| NAME OF SUBMITTER: | D. Michael Anderson | | |
| SIGNATURE: | /D. Michael Anderson/ | | |
| DATE SIGNED: | 04/30/2014 | | |
| Total Attachments: 3 | | | |
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CH \$40.00 2180055

TRADEMARK

ASSIGNMENT

WHEREAS Duhamel Broadcasting Enterprises, a South Dakota corporation, having a principal place of business at 518 St. Joseph Street, Rapid City, SD 57701, (the "Assignor") is owner of the entire right, title and interest in and to the trademarks and trademark applications ("the Trademarks") which are found in the Schedule of Trademarks attached hereto as Attachment "A";

WHEREAS Rushmore Media Company, Inc., f/k/a New Rushmore Radio, Inc., a South Dakota corporation, having a principal place of business at 660 Flormann Blvd, Suite 100, Rapid City, SD 57701, (the "Assignee") is desirous of acquiring all right, title and interest of Assignor in said Trademarks, in the United States and in any and all foreign countries; and

WHEREAS Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of October 31, 2013 (the "Purchase Agreement") pursuant to which Assignor has agreed to assign to Assignee all of its right, title and interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns unto the Assignee all right, title and interest in and to the Trademarks, including all common law rights held by the Assignor, if any, along with the goodwill of the business symbolized by the Trademarks and any applications and/or registrations therefor. Assignor further assigns to Assignee all of Assignor's rights to sue and collect damages for any and all past, present and future infringement of any rights in the Trademarks. The terms of the Purchase Agreement, including but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The parties to the Purchase Agreement hereby acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this instrument, the terms of the Purchase Agreement shall govern.

[Signature Page Follows]

Dated this 28th day of April, 2014.

Duhamel Broadcasting Enterprises

[Signature]
By: William F. Duhamel, Sr.
Its: President

STATE OF South Dakota)
COUNTY OF Pennington)

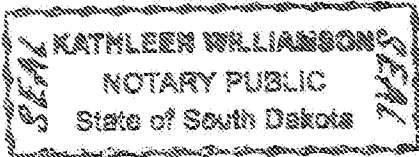
Before me, the undersigned, a Notary Public for Pennington County, State of South Dakota, appeared WILLIAM F. DUHAMEL, SR., and acknowledged the execution of this instrument this 24 day of April, 2014.

8/22/18
My Commission Expires

Kathleen Williamson
Notary Public

Pennington
County of Residence

Kathleen Williamson
Printed Name of Notary



My Commission Expires
August 22, 2018

Kathleen Williamson

ATTACHMENT "A"

SCHEDULE OF TRADEMARKS

| MARK | COUNTRY | APPLICATION NUMBER (FILING DATE) | REGISTRATION NUMBER (REG. DATE) |
|---------|---------|--|---------------------------------------|
| KOTA TV | US | 75/225,652 (01-14-1997) | 2,180,055 (08-11-1998) |

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