

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harrisburg Television, Inc.		09/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WHTM Acquisition LLC		
Street Address:	2352 Main Street, Suite 201		
Internal Address:	c/o REVAC, Inc.		
City:	Concord		
State/Country:	MASSACHUSETTS		
Postal Code:	01742-3833		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3767261	WHTM	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128598000		
Email:	teas@friedfrank.com, jason.greenberg@friedfrank.com		
Correspondent Name:	Jason L. Greenberg		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	GREENBERG 14337-15		
NAME OF SUBMITTER:	Jason L. Greenberg		
SIGNATURE:	/jlg/		
DATE SIGNED:	09/16/2014		
Total Attachments: 5			
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ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment and Assumption”), dated as of September 2, 2014, is made and delivered by and among (i) Sinclair Television Group, Inc. (“Sinclair”) and Harrisburg Television, Inc. (together with Sinclair, the “Assignor”), and (ii) WHTM Acquisition LLC (“Assignee”), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of June 19, 2014 (the “Purchase Agreement”), by and between Assignor and Media General Operations, Inc. (“Media General”). Capitalized terms not otherwise defined in this Assignment and Assumption will have the meanings given to such terms in the Purchase Agreement.

WHEREAS, all of Media General’s right, title and interest in the Purchase Agreement has been assigned to Assignee; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of their right, title and interest in and to the Intangible Property included in the Station Assets, including the registered trademark set forth on Schedule A hereto (the “Assigned Intangible Property”); and

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

1. Assignment and Assumption. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Assigned Intangible Property, together with all the goodwill connected therewith and symbolized thereby; 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 Assigned 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. Effectiveness. This Assignment and Assumption will be effective as of 12:01 a.m., EST, on the Closing Date.

3. Further Assurances. From time to time following the effective time of this Assignment and Assumption, upon the request of any party to this Assignment and Assumption, each of the other parties shall execute and deliver (or cause to be executed and delivered) to such requesting party such other documents and further instruments of assignment and transfer, and shall take (or cause to be taken) such other action, without any further compensation, but at no cost or expense to such other parties (other than reasonable or customary administrative or legal expenses), as may be reasonably necessary to evidence or effectuate the assignment and transfer to, and the assumption by, Assignee of the Assigned Intangible Property or any right pursuant to, interest in or liability, obligation, agreement, covenant or responsibility under the Assigned Intangible Property. 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 Assigned Intangible Property.

4. Binding Effect. This Assignment and Assumption will be binding upon and will inure 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.

5. Governing Law. THIS ASSIGNMENT AND ASSUMPTION 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 OR ANY OTHER PRINCIPLE THAT COULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

6. Conflicts. 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.

7. Drafting. Neither this Assignment and Assumption nor any provision contained in this Assignment and Assumption shall be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Assignment and Assumption or such provision.


8. Counterparts. This Assignment and Assumption may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

[Signature Pages Follow]

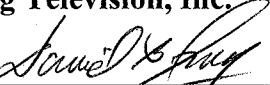
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Intangible Property as of the date set forth above.

ASSIGNOR:

Sinclair Television Group, Inc.

By: 
Name: David B. Amy
Title: Secretary

Harrisburg Television, Inc.

By: 
Name: David B. Amy
Title: Secretary

ASSIGNEE:

WHTM Acquisition LLC

By: REVAC, Inc., its Managing Member

By: _____

Name: Jeffrey S. Towers

Title: Vice President

Signature Page -- Assignment of Intangible Property - WHTM

TRADEMARK
REEL: 005362 FRAME: 0947

Schedule A

Mark	Registration Number	Registration Date
WHTM	3767261	March 30, 2010

Schedule A