

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325634

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TTBG Sioux City OpCo, LLC		09/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sinclair Communications, LLC		
<b>Street Address:</b>	10706 Beaver Dam Road		
<b>City:</b>	Cockeysville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21030		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3471612	KPTH	
<b>Registration Number:</b>	1370567	KMEG	
<b>Registration Number:</b>	3082800	WEATHER & NEWS FROM WHERE YOU LIVE!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4107522468		
<b>Email:</b>	mnsfor@tandllaw.com		
<b>Correspondent Name:</b>	Munachi O. Nsofor		
<b>Address Line 1:</b>	100 Light Street		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>NAME OF SUBMITTER:</b>	Munachi O. Nsofor		
<b>SIGNATURE:</b>	/mon/		
<b>DATE SIGNED:</b>	12/09/2014		
<b>Total Attachments: 4</b>			
source=Assignment of Intangible Property (executed copy)#page1.tif			
source=Assignment of Intangible Property (executed copy)#page2.tif			
source=Assignment of Intangible Property (executed copy)#page3.tif			

OP \$90.00 3471612

TRADEMARK



## ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (this "Assignment"), dated as of September 30, 2013, is made and delivered by and between TTBG Sioux City OpCo, LLC, a Delaware limited liability company ("Assignor"), and Sinclair Television Group, Inc., a Maryland corporation ("STG"), as assigned by STG to Sinclair Communications, LLC, a Maryland limited liability company ("Assignee"), pursuant to, and subject to the terms and conditions of, that certain Stock and Asset Purchase Agreement, dated as of June 4, 2013 (the "Purchase Agreement"), by and among Assignor, STG and TTBG LLC, and to that certain Assignment dated August 28, 2013 by and between STG and Assignee. Capitalized terms used in this Assignment and not otherwise defined herein will have the meanings given to such terms in the Purchase Agreement.

**WHEREAS**, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Intangible Property of Assignor utilized in the operation of the Sioux City Business, including the items listed on Attachment I hereto (the "Intangible Property"); and

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

**NOW, THEREFORE**, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties agree as follows:

1. Assignment. Effective as of the Closing, (i) 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 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 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 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, and (ii) the Assignee shall succeed 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.

2. Recordation. 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 Intangible Property.

3. Conflicts. This Assignment is being executed and delivered pursuant to, and subject to the terms and conditions of, the Purchase Agreement and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties, covenants and agreements set forth in the Purchase Agreement. Notwithstanding anything to the contrary herein, in the event of any conflict between this Assignment and the Purchase Agreement, the

**TRADEMARK**

**REEL: 005416 FRAME: 0638**

Purchase Agreement shall govern and control.

4. Further Assurances. After the 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.

5. Governing Law. This Assignment shall be governed by and construed under and 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. Counterparts. This Assignment may be executed in multiple counterparts, and by facsimile transmission or electronic mail in pdf form, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

*[The remainder of this page intentionally left blank.]*

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

**ASSIGNOR:**

**TTBG SIOUX CITY OPKO, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*James C. Sandy*  
VP - Finance

**ASSIGNEE:**

**SINCLAIR COMMUNICATIONS, LLC**

**By: Sinclair Television Group, Inc., its Sole Member**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ASSIGNOR:**

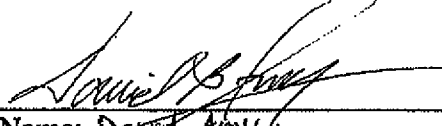
**TTBG SIOUX CITY OPCO, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**SINCLAIR COMMUNICATIONS, LLC**

**By: Sinclair Television Group, Inc., its Sole Member**

By:  \_\_\_\_\_  
Name: David Amy  
Title: Secretary

[SIGNATURE PAGE TO ASSIGNMENT OF INTANGIBLE PROPERTY]