

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361116

<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>
KBJR, Inc.		11/02/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KBJR Television, Inc.		
<b>Street Address:</b>	P.O. Box 909		
<b>City:</b>	Quincy		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	62306		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2064864	CHRISTMAS CITY OF THE NORTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3363781001		
<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>	336-271-3197		
<b>Email:</b>	rcage@brookspierce.com		
<b>Correspondent Name:</b>	Rebecca L. Cage		
<b>Address Line 1:</b>	PO Box 26000		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27420		
<b>NAME OF SUBMITTER:</b>	Rebecca L. Cage		
<b>SIGNATURE:</b>	/RebeccaLCage/		
<b>DATE SIGNED:</b>	11/04/2015		
<b>Total Attachments: 7</b>			
source=Granite Quincy -Assignment of IP (KBJR) (executed)#page1.tif			
source=Granite Quincy -Assignment of IP (KBJR) (executed)#page2.tif			
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OP \$40.00 2064864



## ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY (this "Assignment"), dated as of November 2, 2015, is made and delivered by and between (i) the applicable Subsidiaries of Granite Broadcasting Corporation ("Granite") set forth on the signature page hereto (collectively, with Granite "Assignor") and (ii) KBJR Television, Inc., a Minnesota corporation ("Assignee"). Each of Assignor and Assignee are collectively referred to herein as the "Parties."

**WHEREAS**, this Assignment is made pursuant to the Asset Purchase Agreement, dated July 27, 2015, as amended from time to time (the "Purchase Agreement"), by and among Assignor, Assignee and certain other parties thereto, with respect to the purchase and sale of the television broadcast stations KBJR-TV and KRII(TV) (collectively, the "Station");

**WHEREAS**, Granite has exercised its option to purchase from the Malara Entities substantially all of the assets (including the Intangible Property) owned by the Malara Entities and used in the operation of the Malara Station and to assume certain liabilities of the Malara Entities pursuant to that certain Option Exercise Agreement dated July 27, 2015 by and among Granite and the Malara Entities (collectively, the "Option Exercise Agreement");

**WHEREAS**, Pursuant to the terms of the Option Exercise Agreement, the Malara Entities have agreed to take all action reasonably necessary or required by Assignor to facilitate the sale and transfer of the Malara Purchased Assets by Assignor to any Person designated by Assignor in writing;

**WHEREAS**, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Intangible Property; and

**WHEREAS**, Assignor wishes 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**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Effective as of the date hereof, (i) Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee; and (ii) Assignor hereby directs that the Malara Entities sell, assign, transfer, convey and deliver and such Malara Entities do hereby sell, assign, transfer, convey and deliver, any and all worldwide right, title and interest Assignor and/or the Malara Entities hold(s), or may hold, in each case free and clear of all Liens other than Permitted Liens, in and to the Intangible Property, 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 or the Malara Entities 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. As of the date hereof, Assignee has succeeded to all right, title and standing of Assignor and the Malara Entities 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 Assignee, in its sole discretion, may elect in relation to the rights described above.
3. This Assignment is subject to the Purchase Agreement. This Assignment 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 the Purchase Agreement, the Purchase Agreement will control. The parties agree that (i) to the extent this Assignment is structured as an agreement or instrument between the Malara Entities and Assignee (or any of its Affiliates) the conveyance by the Malara Entities directly to Assignee (or any of its Affiliates) is being effected purely for the administrative convenience of Assignor, (ii) under no circumstances will Assignee (or any of its Affiliates) acquire any rights against the Malara Entities by virtue of the execution and delivery of this Assignment or the direct conveyance of any Malara Purchased Assets or Malara Assumed Liabilities to Assignee (or any of its Affiliates) and (iii) all claims made by Assignee (or any of its Affiliates) with respect to the Malara Purchased Assets and Malara Assumed Liabilities shall be made against Assignor.
4. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.
5. 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.
6. After the Closing, each Party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption to take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.
7. Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Assignment or such provision.
8. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. 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 New York. 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

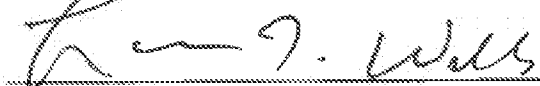
signature page to this Assignment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Assignment.

*[Signature Pages Follow]*

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

**ASSIGNOR:**

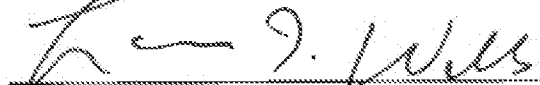
**GRANITE BROADCASTING CORPORATION**



Name: Lawrence I. Wills

Title: Chief Financial Officer

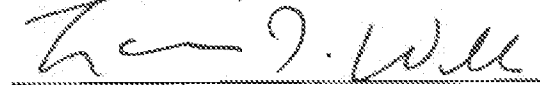
**KBJR, INC.**



Name: Lawrence I. Wills

Title: Vice President

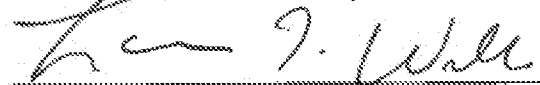
**KBJR LICENSE, INC.**



Name: Lawrence I. Wills

Title: Vice President

**CHANNEL 11 LICENSE, INC.**



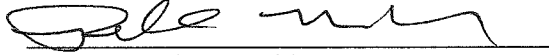
Name: Lawrence I. Wills

Title: Vice President

[SIGNATURE PAGE TO KBJR ASSIGNMENT OF INTANGIBLE PROPERTY]

**ASSIGNEE:**

**KBJR TELEVISION, INC.**

A handwritten signature in black ink, appearing to read "Ralph M. Oakley", is written over a horizontal line.

Name: Ralph M. Oakley

Title: President

[SIGNATURE PAGE TO KBJR ASSIGNMENT OF INTANGIBLE PROPERTY]

**TRADEMARK**  
**REEL: 005660 FRAME: 0569**

**MALARA ENTITIES:**

**MALARA BROADCAST GROUP OF  
DULUTH LLC**



Name: ANTHONY MALARA

Title: PRESIDENT

**MALARA BROADCAST GROUP OF  
DULUTH LICENSEE LLC**



Name: ANTHONY MALARA

Title: PRESIDENT



**Schedule 1.1(e)  
(Intangible Property)**

*Domain Names*

Binghamton  
wbng.com

Duluth  
northlandsnewscenter.com

Ft. Wayne  
indianasnewscenter.com  
mytvfw.com

Peoria  
cinewsnow.com

*Trade Names*

<b>Corporate Names</b>	<b>Trade Names</b>
WBNG, Inc. WBNG License, Inc.	WBNG WBNG-DT
KBJR, Inc. KBJR License, Inc.	KBJR KBJR-DT
WEEK TV	WEEK WEEK-DT
Malara Broadcast Group of Fort Wayne Licensee LLC Malara Broadcast Group of Fort Wayne LLC	WPTA WPTA-DT

*Trademarks*

<b><u>Trademark</u></b>	<b><u>Registrant</u></b>	<b><u>State</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration Number</u></b>
Christmas City of the North	KBJR, Inc.	United States	05/27/1997	2,064,864