

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sea-Comm, Inc.		12/16/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Sunrise Broadcasting, LLC		
Street Address:	25 N. Kerr Avenue		
City:	Wilmington		
State/Country:	NORTH CAROLINA		
Postal Code:	28405		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3873273	103.7 THE BONE	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	023314-272		
NAME OF SUBMITTER:	Arlene D. Hanks		
SIGNATURE:	/Arlene D. Hanks/		
DATE SIGNED:	12/17/2015		
Total Attachments: 4			
source=Trademark Assignment Agreement (WBNE) - 16 Dec 2015 Sunrise Broadcasting#page1.tif			
source=Trademark Assignment Agreement (WBNE) - 16 Dec 2015 Sunrise Broadcasting#page2.tif			
source=Trademark Assignment Agreement (WBNE) - 16 Dec 2015 Sunrise Broadcasting#page3.tif			

OP \$40.00 3873273

**ASSIGNMENT AGREEMENT
(TRADEMARK AND ASSOCIATED GOODWILL)**

THIS Assignment Agreement (Trademark) (this "Assignment") is entered into as of December 16, 2015 by and between **SEA-COMM, INC.**, a North Carolina corporation ("Assignor"), and **SUNRISE BROADCASTING, LLC**, a North Carolina limited liability company ("Assignee").

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated as of April 2, 2014, as amended by that certain Amendment to Asset Purchase Agreement entered into as of September 12, 2014 and that certain Amendment No. 2 to Asset Purchase Agreement entered into as of November 27, 2015 (collectively, the "Purchase Agreement"), concerning the sale and purchase of certain of the assets owned or leased by Seller and used in connection with the operation of radio station WBNE(FM), Wrightsville Beach, FCC Facility ID No. 52023 (the "Station"); and

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, including without limitation Section 1.1(f) thereof, Assignor and Assignee executed that certain Assignment and Assumption of Intangible Property, Files and Records, Claims, Prepaid Items, and Call Letters dated as of December 1, 2015 (the "Intangible Property Assignment and Assumption Agreement"), and pursuant to Section 8 thereof, Assignor and Assignee shall execute and deliver such further instruments of conveyance, transfer, and assumption as may be reasonably necessary to convey, transfer, and assume the Intangible Property; and

WHEREAS, Assignor is the owner of the trademark relating to the Station that is set forth on Exhibit A attached hereto, including the goodwill of the business associated therewith and symbolized thereby, and any and all rights appurtenant thereto, including, but not limited to, all common law rights, applications, registrations, extensions and renewals related thereto, and causes of action and the right to recover for past infringement, dilution or other misappropriation thereof, (collectively, the "Trademark"); and

WHEREAS, Assignor desires to expressly assign all of its rights, title and interest in and to the Trademark to Assignee, and Assignee desires to accept the same; and

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

1. Defined Terms; Interpretation. Except as otherwise set forth herein, capitalized terms used herein but not defined herein have the meanings given to them in the Purchase Agreement.

2. Assignment and Assumption of Trademark. Pursuant to the terms and subject to the conditions of the Purchase Agreement, including without limitation Section 1.1(f) thereof, and the Intangible Property Assignment and Assumption Agreement, including without limitation Section 8 thereof, and effective as of the date hereof, (a) Assignor hereby sells, transfers, conveys, assigns, and delivers unto Assignee, free and clear of any and all Liens other than the Permitted Liens, the Trademark, to have and to hold forever, and (b) Assignee hereby accepts the foregoing

assignment of the Trademark. The parties acknowledge that the assignment of the Trademark includes the assignment by Assignor of all of its right, title and interest in any and all claims that Assignor may hold with respect to any past, present or future infringement of the Trademark.

3. Authorization to Record Trademark. Assignor further authorizes the United States Patent & Trademark Office (the "PTO"), or any employee thereof, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademark and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument. To the extent necessary to complete such registrations, Assignee is hereby authorized to record this Assignment with the PTO and any similar office of any country or countries foreign to the United States.

4. Purchase Agreement Controls. This Assignment is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, qualify, or expand any provision of the Purchase Agreement, including without limitation the separate representations, warranties, and obligations of Assignor or Assignee contained therein. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

5. Further Assurances. From time to time, at Assignee's or Assignor's request, whether on or after the date hereof and without further consideration, Assignor and Assignee shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, transfer, and assumption as may be reasonably necessary to convey, transfer, and assume the Trademark.

6. Beneficiaries. This Assignment shall inure to the benefit of and shall be binding on Assignor and Assignee and their respective successors and assigns.

7. Counterparts; Delivery. This Assignment may be executed in multiple counterparts, with the same force and effect as if all the signatures thereto appeared on the same instrument. This Assignment, to the extent signed and delivered by facsimile transmission or electronic mail in .pdf form, shall be treated in all manner and respects as an original agreement or instrument.

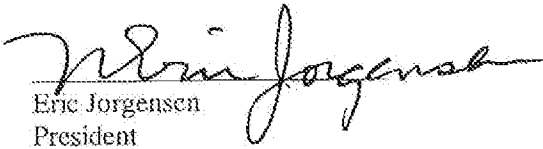
8. Governing Law. The construction and performance of this Assignment shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement (Trademark) to be duly executed as of the date first written above.

ASSIGNOR:

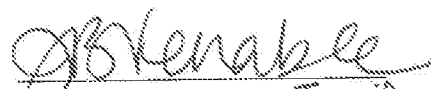
SEA-COMM, INC.

By: 
Eric Jorgensen
President

ASSIGNEE:

SUNRISE BROADCASTING, LLC

By: Capitol Broadcasting Company, Inc.
Its Manager


~~James F. Goodman, Jr.~~ Jennifer B. Venable
Vice President

[Signature Page to Assignment Agreement - Trademark]

TRADEMARK
REEL: 005691 FRAME: 0597

EXHIBIT A

Trademark Registration

103.7 THE BONE – Reg. Number 3,873,273