

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM377793

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	07/01/2014

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WJAC Incorporated		06/25/2014	Corporation: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	Sinclair Television of Fresno, 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: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1392638	WJAC-TV

## CORRESPONDENCE DATA

Fax Number: 4102307216

*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.*

Email: mvchider@ober.com

Correspondent Name: Ober|Kaler c/o Royal W. Craig

Address Line 1: 100 Light Street

Address Line 4: Baltimore, MARYLAND 21202

<b>ATTORNEY DOCKET NUMBER:</b>	027095.087698
<b>NAME OF SUBMITTER:</b>	Royal W. Craig
<b>SIGNATURE:</b>	/Royal W. Craig/
<b>DATE SIGNED:</b>	03/24/2016

## Total Attachments: 13

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# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"WJAC INCORPORATED", A PENNSYLVANIA CORPORATION,

WITH AND INTO "SINCLAIR TELEVISION OF FRESNO, LLC" UNDER THE NAME OF "SINCLAIR TELEVISION OF FRESNO, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIFTH DAY OF JUNE, A.D. 2014, AT 6:01 O'CLOCK P.M.

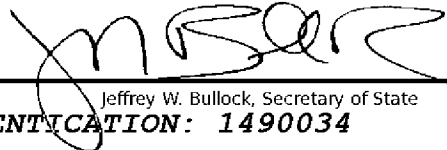
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JULY, A.D. 2014.

4694327 8100M

140885293



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1490034

DATE: 06-26-14

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REEL: 005756 FRAME: 0808

**State of Delaware  
Certificate of Merger of Foreign Corporation  
into Domestic Limited Liability Company**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

**First:** The name of the surviving Limited Liability Company is Sinclair Television of Fresno, LLC, a Delaware Limited Liability Company.

**Second:** The name of the foreign corporation being merged into this surviving Limited Liability Company is WJAC Incorporated.  
The jurisdiction in which the foreign corporation was formed is Pennsylvania.

**Third:** The Agreement of Merger has been approved and executed by each of the constituent entities.

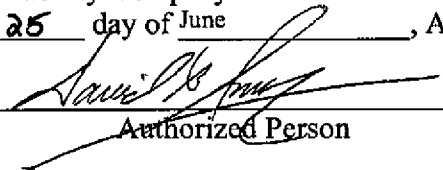
**Fourth:** The name of the surviving Limited Liability Company is: Sinclair Television of Fresno, LLC.

**Fifth:** The merger is to become effective on July 1, 2014.

**Sixth:** The Agreement of Merger is on file at 10706 Beaver Dam Road, Cockeyville, MD 21030,  
a place of business of the surviving Limited Liability Company.

**Seventh:** A copy of the Agreement of Merger will be furnished by the surviving Limited Liability Company, on request without cost, to any member or stockholder of the constituent entities.

**IN WITNESS WHEREOF**, said Limited Liability Company has caused this certificate to be signed by an authorized person, this 25 day of June, A.D. 2014.

By:   
Authorized Person

Name: Secretary of Sole Member - David B. Amy  
Print or Type

Entity #: 4278177  
Date Filed: 06/27/2014  
Effective Date: 07/01/2014  
Carol Alchele  
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Certificate of Merger or Consolidation  
Limited Liability Company  
(15 Pa. C.S. § 8958)

Name CT - COUNTER  
Address \_\_\_\_\_  
City 9190968 State SO Zip Code 11

Commonwealth of Pennsylvania  
ARTICLES MERGER/CONSOLIDATION-ALL TYPES 12 Page(s)



Fee: \$150 plus \$40 additional for each party  
in addition to two

In compliance with the requirements of the 15 Pa.C.S. § 8958 (relating to articles of merger or consolidation), the undersigned limited liability company(s), desiring to effect a merger or consolidation, hereby state that:

1. The name of the limited liability company surviving the merger or consolidation is:  
Sinclair Television of Fresno, LLC

2. Check and complete one of the following:

The surviving limited liability company is a domestic limited liability company and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider				County
c/o:				

The surviving limited liability company is a qualified foreign limited liability company formed under the laws of DE and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider				County
c/o: <u>CT Corporation System</u>				<u>Dauphin</u>

The surviving limited liability company is a nonqualified foreign limited liability company formed under the laws of \_\_\_\_\_ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street	City	State	Zip
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PARCA - 06/10/2014 10:09:32 AM  
2014 JUN 27 AM 9: 32  
PA DEPT OF STATE

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REEL: 005756 FRAME: 0810

3. The name and the address of the current registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic limited liability company and qualified foreign limited liability company which is a party to the plan of merger or consolidation are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
WJAC Incorporated		CT Corporation System	Dauphin

4. Check, and if appropriate complete, one of the following:

The plan of merger or consolidation shall be effective upon filing these Articles of Merger in the Department of State.

The plan of merger or consolidation shall be effective on: 7/1/14 at 12:01.  
Date Hour

5. The manner in which the plan of merger or consolidation was adopted by each domestic limited liability company is as follows:

Name of Limited Liability Company	Manner of Adoption
WJAC Incorporated	Unanimous Consent

6. Strike out this paragraph if no foreign limited liability company is a party to the merger or consolidation: The plan was authorized, adopted or approved, as the case may be, by the foreign limited liability company (or each of the foreign limited liability companies) party to the plan in accordance with the laws of the jurisdiction in which it is organized.

7. Check, and if appropriate complete, one of the following:

The plan of merger or consolidation is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 8958 (b) (relating to omission of certain provisions of plan of merger or consolidation) the provisions, if any, of the plan of merger or consolidation that amend or constitute the operative Certificate of Organization of the surviving limited liability company as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger or consolidation is on file at the principal place of business of the surviving limited liability company, the address of which is:

Number and street	City	State	Zip	County

IN TESTIMONY WHEREOF, the undersigned limited liability company has caused this Certificate of Merger or Consolidation to be signed by a duly authorized member or manager thereof this

25<sup>th</sup> day of June 2014.

Sinclair Television of Fresno, LLC

Name of Limited Liability Company



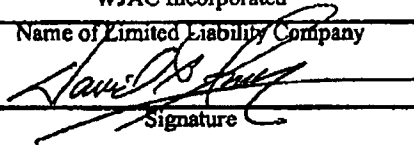
Signature

Secretary of Sole Member

Title

WJAC Incorporated

Name of Limited Liability Company



Signature

Secretary

Title

## PLAN OF MERGER

THIS PLAN OF MERGER, dated as of June 25, 2014, (this "Agreement"), is between WJAC Incorporated, a Pennsylvania corporation ("Merging Corporation") and Sinclair Television of Fresno, LLC, a Delaware limited liability company (the "Surviving Company").

### WITNESSETH

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the laws of the Commonwealth of Pennsylvania and with the laws of the State of Delaware, Merging Corporation and the Surviving Company will enter into a restructuring transaction pursuant to which Merging Corporation will merge with and into the Surviving Company (the "Merger");

WHEREAS, The Board of Directors of Merging Corporation and the Sole Member of the Surviving Company (i) have determined that the Merger is fair to, advisable to, and in the best interests of, the Surviving Company and the Merging Corporation and (ii) will recommend the approval of this Agreement by the Board of Directors of the Merging Corporation and the Sole Member of the Surviving Company; and

WHEREAS, certain capitalized terms used in this Agreement, if not defined herein, are defined in the Appendix to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

### ARTICLE I

#### THE MERGER

SECTION 1.01. The Merger. Upon the terms and subject to the conditions set forth in Article IV hereto, and in accordance with the laws of Commonwealth of Pennsylvania and the laws of the State of Delaware, at the Effective Time (as defined in Section 1.02), the Merging Corporation shall be merged with and into the Surviving Company. As a result of the Merger, the existence of Merging Corporation shall cease and the Surviving Company shall continue as the surviving company of the Merger.

SECTION 1.02. Effective Time. As promptly as practicable following the satisfaction or, if permissible, waiver of the conditions set forth in Article IV (or such other date as may be agreed upon by each of the parties hereto), the parties hereto shall cause the Merger to be consummated by filing articles of merger (the "Articles of Merger") with the Office of the Secretary of State of Delaware and with the appropriate department in the Commonwealth of Pennsylvania, in such form as is required by, and executed in accordance with, the relevant



provisions of the laws of the Commonwealth of Pennsylvania and the laws of the State of Delaware, to be effective at the Effective Time. The term "Effective Time" means 12:01am on July 1, 2014 (or such other time as may be agreed upon by each of the parties hereto and specified in the Articles of Merger).

SECTION 1.03. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the laws of the Commonwealth of Pennsylvania and the laws of the State of Delaware. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of Merging Corporation shall vest in the Surviving Company, and all debts, liabilities, obligations, restrictions, disabilities and duties of Merging Corporation shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Company.

SECTION 1.04. Manner and Basis for Converting Interests. The manner and basis of converting all shares of the Merging Corporation is as follows: each issued and outstanding share in the Merging Corporation shall be cancelled without any further act of the parties or the stockholder or member thereof.

SECTION 1.05. Articles of Incorporation; By-laws. At the Effective Time, the By-laws of Merging Corporation shall cease to exist and be terminated and the Certificate of Formation and Limited Liability Company Agreement of the Surviving Company in effect immediately prior to the Effective Time shall continue to be effective as the Certificate of Formation and Operating Agreement of the Surviving Company, until thereafter amended as provided by law and such Certificate of Formation and Limited Liability Company Agreement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF MERGING COMPANY

Merging Corporation represents and warrants to the Surviving Company as of the date hereof (except for representations and warranties that speak as of a specific date or time, in which case, such representations and warranties shall be true and complete as of such date or time) as follows:

SECTION 2.01. Organization and Authority of Merging Company. Merging Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania. Merging Corporation has the requisite corporate power and authority to own, lease, and operate its properties, to carry on its business where such properties are now owned, leased, or operated and such business is now conducted, and to execute, deliver, and perform this Agreement and the documents contemplated hereby, according to their respective terms.

SECTION 2.02. Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Merging Corporation has been duly authorized and approved by its Board of Directors and sole stockholder in accordance with Pennsylvania law. This Agreement has been duly executed and delivered by Merging Corporation and constitutes

its legal, valid, and binding obligation, enforceable against Merging Corporation in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditor's rights generally and by judicial discretion in the enforcement of equitable remedies.

**SECTION 2.03. Absence of Conflicting Agreements.** The execution, delivery, and performance by Merging Corporation of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) do not require the consent of any third party; (b) will not conflict with any provision of the Articles of Incorporation or other organizational documents of the Merging Corporation; (c) will not conflict with, result in a material breach of, or constitute a material default under any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; (d) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any material agreement, instrument, license, or permit to which the Merging Corporation is a party or by which the Merging Corporation may be bound legally; and (e) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon any of the Merging Corporation's assets. No consent, approval, permit, or authorization of, or declaration to, or filing with any governmental or regulatory authority or any other third party is required to consummate this Agreement and the transactions contemplated hereby.

### ARTICLE III

#### SPECIAL COVENANTS AND AGREEMENTS

**SECTION 3.01. Further Action; Consents; Filings.** Upon the terms and subject to the conditions hereof, each of the parties hereto shall use its reasonable best efforts to (i) take, or cause to be taken, all appropriate action and do, or cause to be done, all things necessary, proper or advisable under applicable law or otherwise to consummate and make effective the Merger, (ii) obtain from any United States federal, state, county, or local or any foreign government, governmental, regulatory or administrative authority, agency, instrumentality or commission or any court, tribunal or judicial or arbitral body (a "Governmental Authority"), as the case may be, consents, licenses, permits, waivers, approvals, authorizations or orders required to be obtained or made by Merging Corporation or the Surviving Company or any of their subsidiaries in connection with the authorization, execution and delivery of this Agreement, and (iii) make all necessary filings, including the filings of proxy statements or registration statements, and thereafter make any other required submissions, with respect to this Agreement required under applicable foreign or domestic statutes, laws, ordinances, regulations, rules, codes, executive orders, injunctions, judgments, decrees or other orders. The parties hereto shall cooperate with each other in connection with the making of all such filings, including by providing copies of all such documents to the nonfiling party and its advisors prior to filing and, if requested, by accepting all reasonable additions, deletions, or changes suggested in connection therewith.

ARTICLE IV

CONDITIONS TO THE MERGER

SECTION 4.01. Conditions to the Obligations of Each Party. The obligations of the Surviving Company and Merging Corporation to consummate the Merger are subject to the satisfaction or waiver (where permissible) of the following conditions:

(a) this Agreement shall have been approved by the Board of Directors and Sole Stockholder of the Merging Corporation and by the Sole Member of the Surviving Company in accordance with Pennsylvania and Delaware law, as the case may be, and the Articles of Incorporation of the Merging Corporation and the Certificate of Formation of the Surviving Company; and

(b) no Governmental Authority or court of competent jurisdiction located or having jurisdiction in the United States shall have enacted, issued, promulgated, enforced or entered any law, rule, regulation, judgment, decree, executive order or award which is then in effect and has the effect of making the Merger illegal or otherwise prohibiting consummation of the Merger.

ARTICLE V

TERMINATION AND AMENDMENT

SECTION 5.01. Termination.

(a) This Agreement may be terminated at any time prior to the Effective Time, notwithstanding any requisite approval and adoption of this Agreement by the mutual written consent duly authorized by the Board of Directors of the Merging Corporation and the Sole Member of the Surviving Company; or

(b) If the Merger has not occurred by July 1, 2014, any party hereto may terminate this Agreement or, in the alternative, may extend this Agreement by mutual consent of all parties hereto in writing.

SECTION 5.02. Amendment. This Agreement may be amended and restated by the agreement of the authorized officers of the Surviving Company and Merging Corporation.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Fees and Expenses. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization,

preparation, execution and performance of this Agreement, including all fees and expenses of counsel, accountants, agents and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar Person retained by or on behalf of such party.

**SECTION 6.02. Notices.** All notices, requests, consents, payments, demands, and other communications required or contemplated under this Agreement shall be in writing and (a) personally delivered or sent via telecopy (receipt confirmed and followed promptly by delivery of the original), or (b) sent by Federal Express or other reputable overnight delivery service (for next business day delivery), shipping prepaid, as follows:

If to Merging Corporation or to the Surviving Company to:

Sinclair Television Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, MD 21030  
Attn: David B. Amy  
Telephone: (410) 568-1500  
Fax: (410) 568-1533

With a copy to:

Sinclair Television Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, MD 21030  
Attention: General Counsel  
Telephone: (410) 568-1524  
Fax: (410) 568-1537

**SECTION 6.03. Benefit and Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No Person, other than the parties hereto, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder. No party may assign or transfer all or any portion of its rights under this Agreement without the prior written consent of the other party.

**SECTION 6.04. Further Assurances.** The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

**SECTION 6.05. GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO THE CHOICE OF LAW

PROVISIONS THEREOF). IN ADDITION, EACH OF THE PARTIES HERETO SUBMITS TO LOCAL JURISDICTION IN THE STATE OF DELAWARE AND AGREES THAT ANY ACTION BY ANY PARTY HEREUNDER SHALL BE INSTITUTED IN THE STATE OF DELAWARE.

SECTION 6.06. Entire Agreement. This Agreement, and all documents and certificates to be delivered by the parties pursuant hereto, collectively, represent the entire understanding and agreement between the Surviving Company and Merging Corporation with respect to the subject matter of this Agreement. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing duly executed by each of the parties hereto.

SECTION 6.07. Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 6.07.

SECTION 6.08. Headings. The headings of the sections and subsections contained in this Agreement are inserted for convenience only and do not form a part or affect the meaning, construction or scope thereof.

SECTION 6.09. Counterparts. This Agreement may be signed in two or more counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

*[SIGNATURES ON FOLLOWING PAGE]*

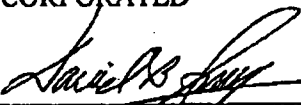
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of Merging Corporation and the Surviving Company as of the date first written above.

SINCLAIR TELEVISION OF FRESNO, LLC

By: Sinclair Television Group, Inc., Sole Member

WJAC INCORPORATED

By:

  
\_\_\_\_\_  
David Amy, Secretary

(SEAL)

**APPENDIX**

**CERTAIN DEFINITIONS**

"Person" means a natural person, a governmental entity, a corporation, association, partnership, joint venture, trust, estate, limited liability company, limited liability partnership, or other entity or organization.