

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rushmore Media Company, Inc.		02/15/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Gray Television Group, Inc.		
Street Address:	4370 Peachtree Road, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30319		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2180055	KOTA TV	
CORRESPONDENCE DATA			
Fax Number:	8435770460		
<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:	843-720-3747		
Email:	efenno@fennolaw.com		
Correspondent Name:	Edward T. Fenno		
Address Line 1:	171 Church Street, Suite 160		
Address Line 4:	Charleston, SOUTH CAROLINA 29401		
NAME OF SUBMITTER:	Edward T. Fenno		
SIGNATURE:	/Edward T. Fenno/		
DATE SIGNED:	06/01/2016		
Total Attachments: 18			
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ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY

This ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY (this “Assignment”), dated as of February 16, 2016 and effective as of February 15, 2016, is made and delivered by and among (i) Schurz Communications, Inc., an Indiana corporation (“Schurz”) and each subsidiary of Schurz set forth on the signature page hereto (collectively, with Schurz, “Assignor”) and (ii) Gray Television Group, Inc. (“Assignee”), pursuant to that certain Asset Purchase Agreement, dated as of September 14, 2015 (as amended, the “Purchase Agreement”), among Assignor, Assignee and certain other parties thereto. Each of Assignor and Assignee are collectively referred to herein as the “Parties.”

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Intangible Property exclusively or primarily used or exclusively or primarily held for use in the business and operation of the TV Stations (excluding WSBT-TV); 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, and Assignee has agreed to accept such assignment.

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

1. Assignor hereby sells, assigns and transfers to Assignee, and Assignee does hereby accept and assume, all of Assignor’s rights, title and interests in and to the Intangible Property, including, without limitation, the registered Intangible Property described in Annex A attached hereto and incorporated herein by this reference, all in accordance with the terms of the Purchase Agreement.
2. 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.
3. 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.
4. 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.
5. 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 Delaware. 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]

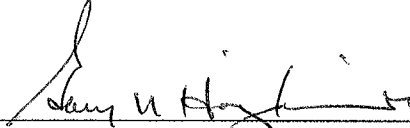
[SIGNATURE PAGE TO ASSIGNMENT OF INTANGIBLE PROPERTY]

TRADEMARK
REEL: 005804 FRAME: 0372

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

ASSIGNOR:

SCHURZ COMMUNICATIONS, INC.



Name: Gary N. Hoipkemmer
Title: Senior Vice President & Chief Financial Officer

NORTHERN LIGHTS MEDIA, INC.

Name: Andrew MacLeod
Title: President & General Manager

WAGT TELEVISION, INC.

Name: Michael Dethlefsen
Title: President & General Manager

WSBT, INC.

Name: Sally J. Brown
Title: President & General Manager

SUNFLOWER BROADCASTING, INC.

Name: Joan M. Barrett
Title: President & General Manager

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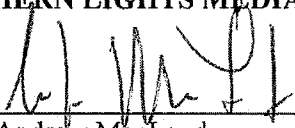
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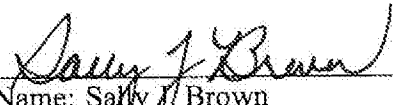
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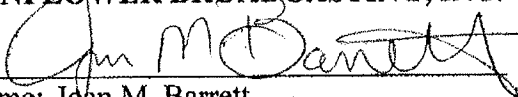
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KY3, INC.


Name: Brian McDonough
Title: President & General Manager

RUSHMORE MEDIA COMPANY, INC.

Name: Cecelia Green
Title: President & General Manager

WDBJ TELEVISION, INC.

Name: Jeffrey A. Marks
Title: President & General Manager

DOUGLAS ROAD RADIO, INC.

Name: James Kehoe
Title: President & General Manager

WASK, INC.

Name: Brian A. Green
Title: President & General Manager

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Name: Brian McDonough
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RUSHMORE MEDIA COMPANY, INC.

Cecelia M. Green

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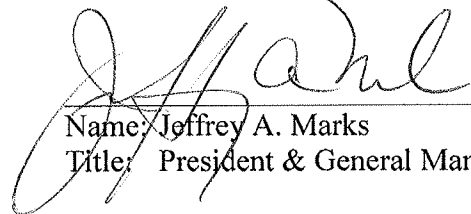
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WASK, INC.



Name: Brian A. Green
Title: President & General Manager

ASSIGNEE:

GRAY TELEVISION GROUP, INC.

A handwritten signature in black ink, reading "Kevin P. Latek". The signature is written in a cursive style with a horizontal line underneath it.

Name: Kevin P. Latek

Title: Se

Annex A

KY 3, Inc.

[REDACTED]

[REDACTED]

[REDACTED]

Northern Lights Media, Inc.

[REDACTED]

Sunflower Broadcasting, Inc.

[REDACTED]

WAGT Television, Inc.

[REDACTED]

WDBJ Television, Inc.

[REDACTED]

Rushmore Media Company, Inc.

- "KOTA TV" service mark registered with the US Patent and Trademark Office, Registration Number 2,180,055

[REDACTED]

[REDACTED]