

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Larry H. Miller Communications Corp.		06/17/2016	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	WSMH, Inc.		
Street Address:	10706 Beaver Dam Road		
City:	Hunt Valley		
State/Country:	MARYLAND		
Postal Code:	21030		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86258824	KJZZ	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(410) 568-1500		
Email:	emhaire@sbgstv.com		
Correspondent Name:	Ethan Haire		
Address Line 1:	10706 Beaver Dam Road		
Address Line 4:	Hunt Valley, MARYLAND 21030		
NAME OF SUBMITTER:	Munachi O. Nsofor		
SIGNATURE:	/mon/		
DATE SIGNED:	08/25/2016		
Total Attachments: 5			
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OP \$40.00 86258824

ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY, dated as of June 17, 2016, is made and delivered by and between Larry H. Miller Communications Corp., a Utah corporation ("Assignor"), on the one hand, and WSMH, Inc., a Maryland corporation ("Assignee"), on the other, pursuant to, and subject to the terms of, that Asset Purchase Agreement, dated as of April 4, 2016 (the "Purchase Agreement"), by and between Seller and Buyer. Capitalized terms not otherwise defined in this Assignment and Assumption will have the meanings given to such terms in the Purchase Agreement. Each of Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of their right, title and interest in and to the Intangible Property included in the Station Assets (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. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Intangible Property, including without limitation, the Trademarks and domain names listed on Schedule A hereto, together with all the goodwill connected therewith and symbolized thereby; 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 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 set forth above, the Assignee has succeeded 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.
3. This Assignment is, in all events, subject to 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]

[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 set forth above.

LARRY H. MILLER COMMUNICATIONS CORP.

By: 

Name: Steve Starks

Title: President

WSMH, INC.

By: _____

Name:

Title:

[SIGNATURE PAGE TO ASSIGNMENT OF INTANGIBLE PROPERTY]


TRADEMARK
REEL: 005863 FRAME: 0834

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

LARRY H. MILLER COMMUNICATIONS CORP.

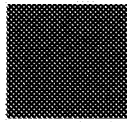
By: _____
Name:
Title:

WSMH, INC.

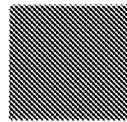
By:  _____
Name: David B. Amy
Title: Secretary/Treasurer

SCHEDULE A

- www.kjzz.com
- "KJZZ" federal service mark; serial number 86258824.
- The following logos:



16 - 56 - 114
100 - 62 - 15 - 26



213 - 30 - 39
1 - 99 - 67 - 10

Gill Sans

Light Extra-Light Regular Italic Bold Bold Italic