

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Four Points Media Group of Austin, Inc.		09/08/2011	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sinclair Television Group, 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	
Registration Number:	3792620	WE ARE AUSTIN	
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:	4439272112		
Email:	mnsfor@tandllaw.com		
Correspondent Name:	Munachi O. Nsofor		
Address Line 1:	100 Light Street		
Address Line 2:	Suite 1100		
Address Line 4:	Baltimore, MARYLAND 21202		
NAME OF SUBMITTER:	Munachi O. Nsofor		
SIGNATURE:	/mon/		
DATE SIGNED:	11/22/2016		
Total Attachments: 9			
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EXECUTION COPY

ASSET PURCHASE AGREEMENT

dated as of September 8, 2011

by and among

FOUR POINTS MEDIA GROUP OF WEST PALM BEACH, INC.,
FOUR POINTS MEDIA GROUP OF SALT LAKE CITY, INC.,
FOUR POINTS MEDIA GROUP OF PROVIDENCE, INC.,
* FOUR POINTS MEDIA GROUP OF AUSTIN, INC.,
FOUR POINTS MEDIA GROUP SERVICES, INC.,
WPB TV LICENSEE CORP.,
SLC TV LICENSEE CORP.,
PROVIDENCE TV LICENSEE CORP.,
AUSTIN TV LICENSEE CORP.,
FOUR POINTS MEDIA GROUP LLC

and

SINCLAIR TELEVISION GROUP, INC.

ASSET PURCHASE AGREEMENT

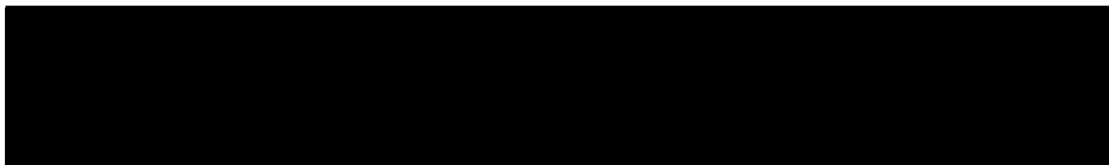
This ASSET PURCHASE AGREEMENT (this "Agreement") dated as of September 8, 2011 is between Four Points Media Group of West Palm Beach, Inc., a Delaware corporation ("West Palm"), Four Points Media Group of Salt Lake City, Inc., a Delaware corporation ("Salt Lake"), Four Points Media Group of Providence, Inc., a Delaware corporation ("Providence"), Four Points Media Group of Austin, Inc., a Delaware corporation ("Austin"), Four Points Media Group Services, Inc., a Delaware corporation ("FPMG Service"), WPB TV Licensee Corp, a Delaware corporation ("WPB"), SLC TV Licensee Corp., a Delaware corporation ("SLC"), Providence TV Licensee Corp, a Delaware corporation ("Providence TV"), and Austin TV Licensee Corp, a Delaware corporation ("Austin TV", together with West Palm, Salt Lake, Providence, Austin, FPMG Service, SLC, WPB and Providence TV, the "Seller"), Four Points Media Group LLC, a Delaware limited liability company ("FPMG LLC") (solely with respect to Article XII) on the one hand, and Sinclair Television Group, Inc., a Maryland corporation ("Buyer"), on the other hand.

RECITALS

Seller is the owner and licensee of the following broadcast television stations (each a "Station" and collectively, the "Stations"), pursuant to licenses issued by the Federal Communications Commission (the "FCC"):

Austin	KEYE-TV, Austin, Texas, Facility ID No. 33691
Salt Lake	KUTV(TV), Salt Lake City, Utah, Facility ID No. 35823
Salt Lake	KMYU(TV), St. George, Utah, Facility ID No. 35822
Providence	WLWC(TV), New Bedford, Massachusetts, Facility ID No. 3978
West Palm	WTCN-CA, Palm Beach, Florida, Facility ID No. 70865
West Palm	WTVX(TV), Fort Pierce, Florida, Facility ID No. 35575
West Palm	WWHB-CA, Stuart, Florida, Facility ID No. 63557

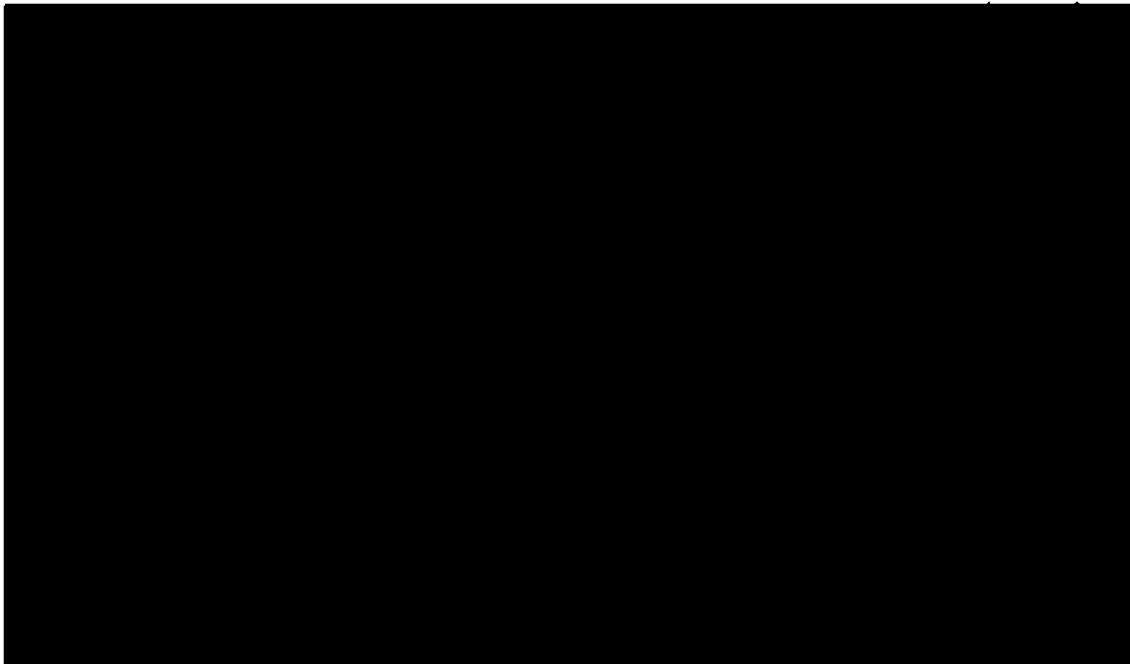
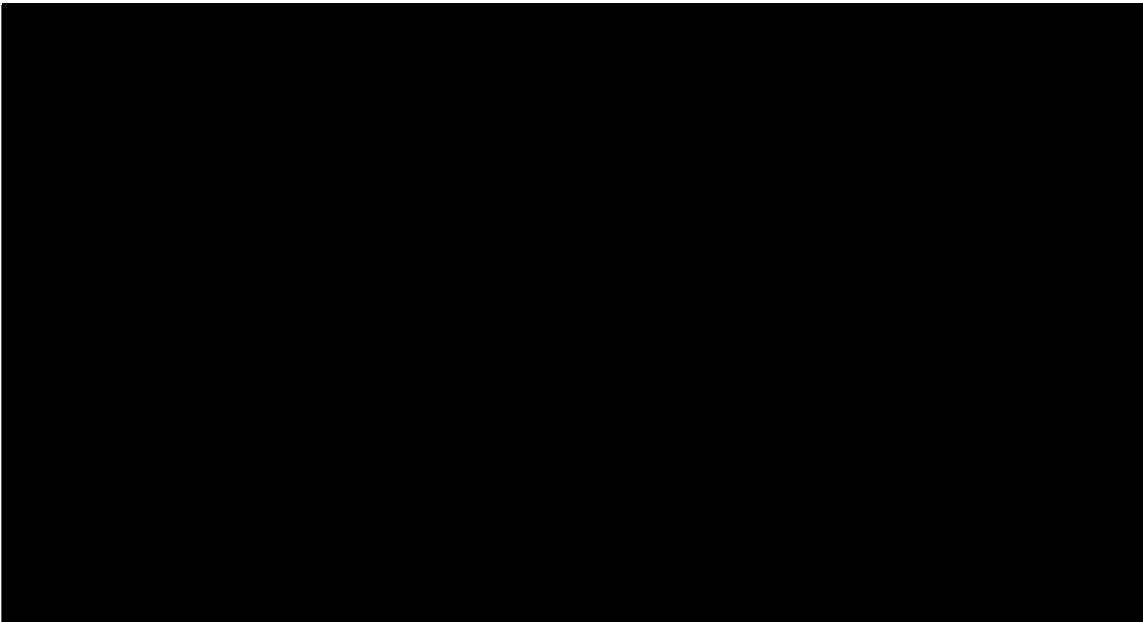
Buyer desires to purchase from Seller substantially all of the assets and assume certain of the liabilities, and Seller desires to sell to Buyer substantially all of the assets and transfer certain of the liabilities, related to, used or held for use in the conduct of each Station on the terms and subject to the conditions hereinafter set forth; and

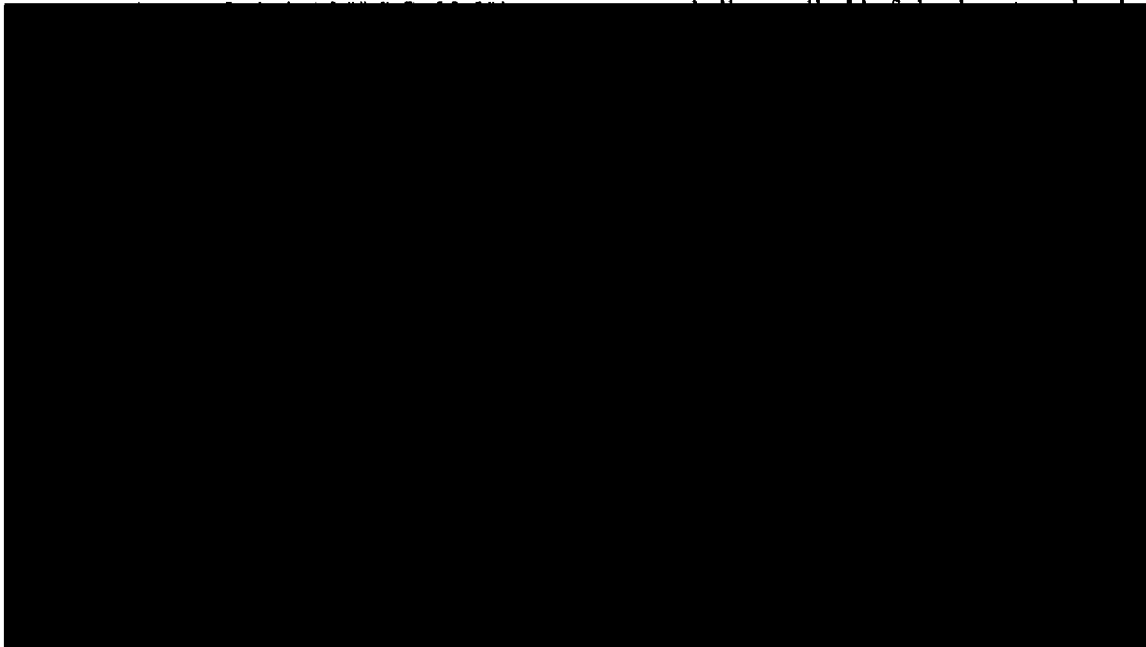


NOW, THEREFORE, in consideration of the mutual covenants and agreements to be derived from this Agreement, Buyer and Seller hereby agree as follows:

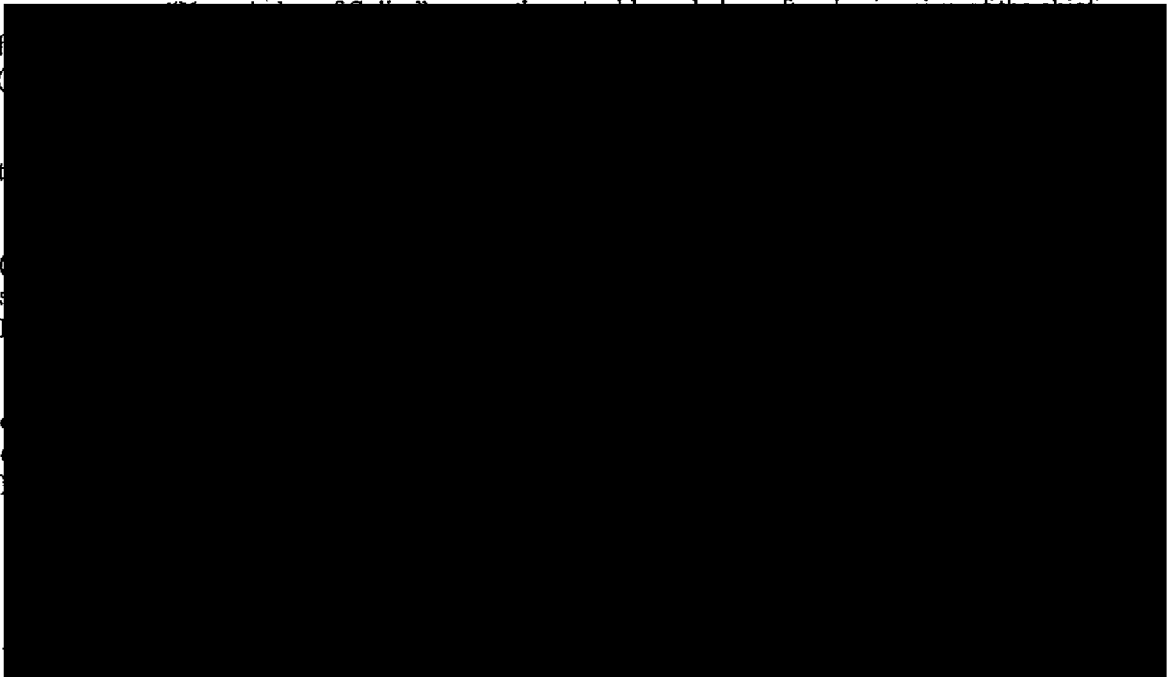
ARTICLE I
DEFINITIONS

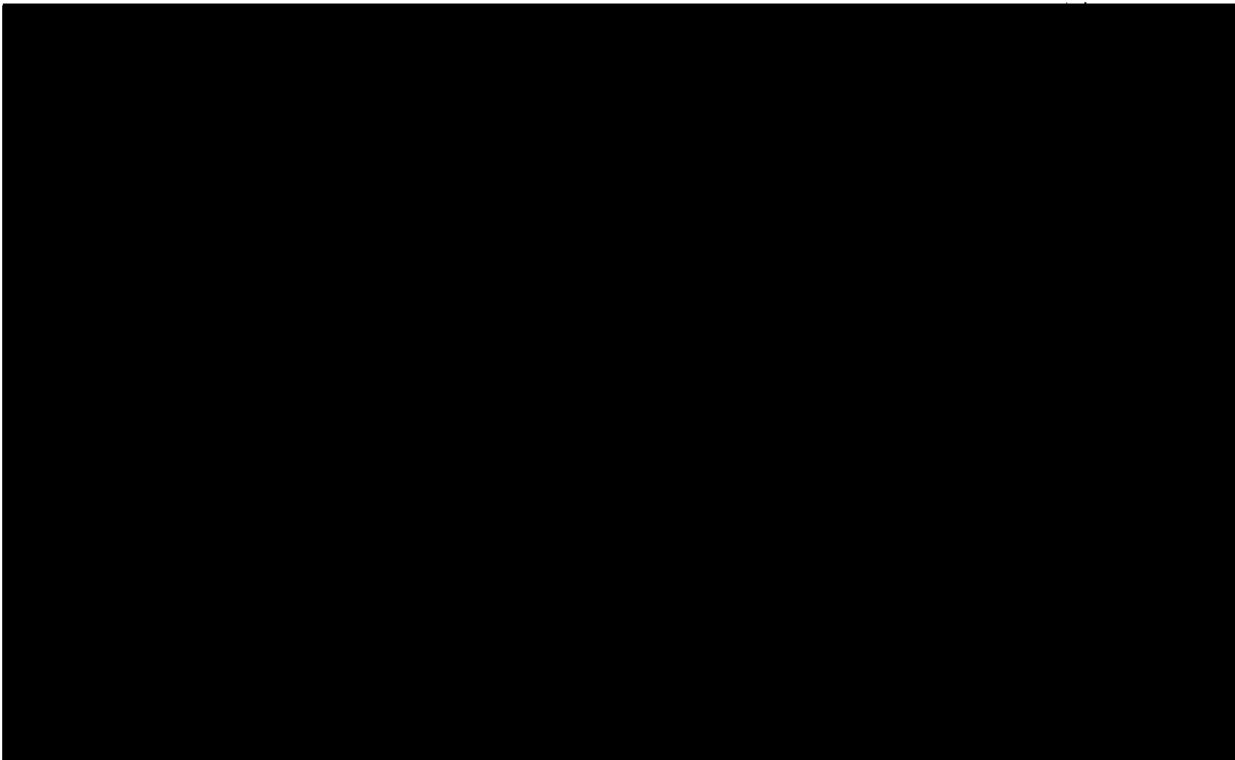
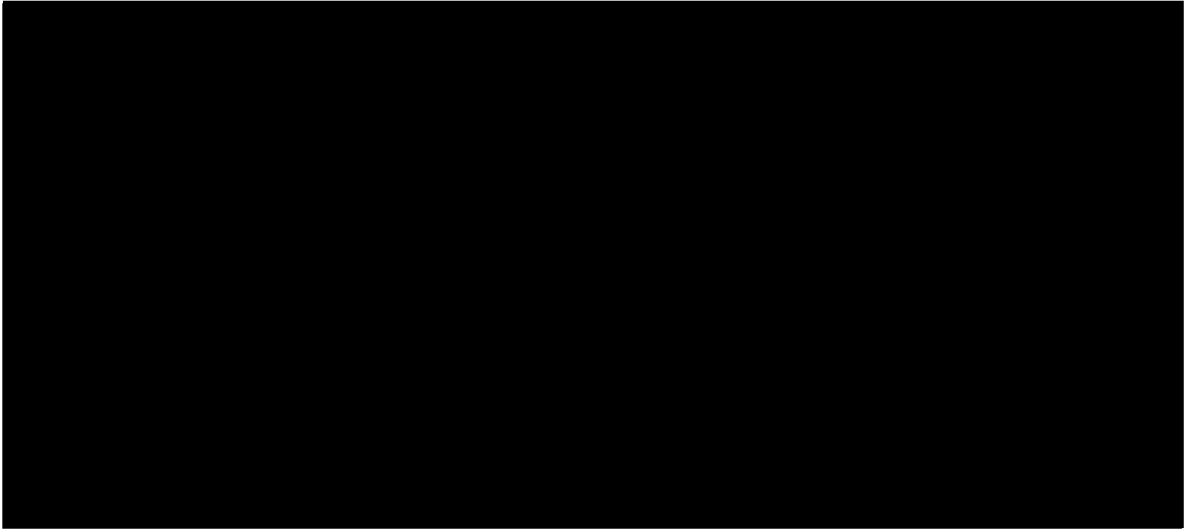
Section 1.01 Definitions. As used in this Agreement, the following terms shall have the following meanings:





* "Intangible Property" means (a) Copyrights; (b) Trademarks, including all of the rights, if any, of Seller in and to the Stations' call letters and any derivative thereof; (c) Trade Secrets; (d) all domain leases and names used exclusively by Seller; and (e) all goodwill, if any, associated therewith.





*

"Trademarks" means all trade names, trademarks, service marks, jingles, slogans, logos, trademark and service mark registrations and trademark and service mark applications owned, used, licensed by or leased by Seller, including those set forth on Disclosure Schedule Section 3.06(a), and the goodwill appurtenant thereto.

Disclosure Schedules and exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Disclosure Schedule references are to the Articles, Sections, paragraphs, Exhibits and Disclosure Schedules to this Agreement unless otherwise specified, (c) the word "including" and words of similar import when used in this Agreement means "including, without limitation," unless otherwise specified, and (d) the word "or" shall not be exclusive.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale. Pursuant to the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer at the Closing, free of all Liens other than Permitted Liens, all of Seller's right, title and interest in, to and under all of its assets, other than the Excluded Assets, including the following assets, Contracts, and properties (tangible or intangible), as the same shall exist on the date of this Agreement and not disposed of in accordance with Section 5.01, and all similar assets of the Business acquired by Seller between the date hereof and the Closing, as follows (the "Purchased Assets"):

- (a) all Real Property;
- (b) all Equipment;
- (c) all rights under all Contracts relating to the Business that (i) are listed or referenced on Disclosure Schedule Section 3.05(a) or Disclosure Schedule Section 3.13(a) (but not including, for the avoidance of doubt, the Excluded Section 2.02(m) Agreements and the Excluded Section 2.02(n) Agreements), (ii) are not required by the terms thereof to be listed on Disclosure Schedule Section 3.05(a), (iii) may result from the television broadcasting industry wide negotiations with SESAC, ASCAP and BMI, (iv) are referenced in other subsections to this Section 2.01 or the corresponding Section in the Disclosure Schedules, or (v) are entered into after the date hereof by Seller pursuant to the terms and subject to the conditions of Section 5.01 (collectively, the "Assumed Contracts"); *provided, however*, that Assumed Contracts shall in no event include Excluded Contracts;
- (d) all prepaid expenses and deposits (other than prepaid Taxes) and ad valorem Taxes, leases and rentals;
- (e) all of Seller's rights, claims, credits, causes of action or rights of set-off against third parties relating to the Purchased Assets, including unliquidated rights under manufacturers' and vendors' warranties, in each case only to the extent Buyer incurs Losses relating thereto;
- * (f) all Intangible Property;
- (g) all Internet web sites and related agreements, content and databases and domain name registrations, as set forth on Disclosure Schedule Section 2.01(g);

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BUYER

SINCLAIR TELEVISION GROUP, INC

By: 

Name: David Amy

Title: Executive Vice President

SELLER

FOUR POINTS MEDIA GROUP OF WEST PALM BEACH, INC.

By: 

Name: MICHAEL SANFORD

Title: PRESIDENT

FOUR POINTS MEDIA GROUP OF SALT LAKE CITY, INC.

By: 

Name: MICHAEL SANFORD

Title: PRESIDENT

FOUR POINTS MEDIA GROUP OF PROVIDENCE, INC.

By: 

Name: MICHAEL SANFORD

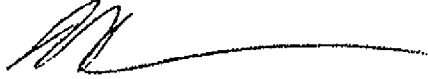
Title: PRESIDENT

Signature Page to Asset Purchase Agreement

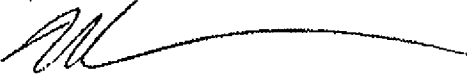
TRADEMARK

REEL: 005927 FRAME: 0043

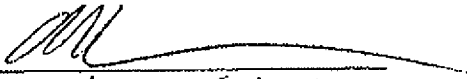
FOUR POINTS MEDIA GROUP OF AUSTIN, INC.

By: 
Name: MICHAEL SANFORD
Title: PRESIDENT

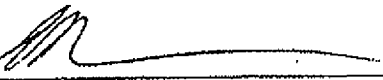
FOUR POINTS MEDIA GROUP SERVICES, INC.

By: 
Name: MICHAEL SANFORD
Title: PRESIDENT


WPB TV LICENSEE CORP.

By: 
Name: MICHAEL SANFORD
Title: PRESIDENT

SLC TV LICENSEE CORP.

By: 
Name: MICHAEL SANFORD
Title: PRESIDENT

PROVIDENCE TV LICENSEE CORP.

By: 
Name: MICHAEL SANFORD
Title: PRESIDENT


AUSTIN TV LICENSEE CORP.

By: 
Name: MICHAEL SANFORD
Title: PRESIDENT

Signature Page to Asset Purchase Agreement

FOUR POINTS MEDIA GROUP LLC (solely with
respect to Article XII):

FOUR POINTS MEDIA GROUP LLC

By: 
Name: Christopher A Holt
Title: SECRETARY

Signature Page to Asset Purchase Agreement