

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexstar Media Group, Inc.		03/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nexstar Digital LLC		
Street Address:	545 E. John Carpenter Freeway		
Internal Address:	Suite 700		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85550420	SMARTSTACK	
Serial Number:	85550419	IT'S JUST SMART	
Serial Number:	85550430	D DEDICATED MEDIA. IT'S JUST SMART.	
Serial Number:	85550423	D	
CORRESPONDENCE DATA			
Fax Number:	9723738888		
<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:	972-373-8800		
Email:	gmalik@nexstar.tv		
Correspondent Name:	Gogi Malik		
Address Line 1:	545 E. John Carpenter Freeway		
Address Line 2:	Suite 700		
Address Line 4:	Irving, TEXAS 75062		
NAME OF SUBMITTER:	Gogi Malik		
SIGNATURE:	/s/ Gogi Malik		
DATE SIGNED:	04/25/2017		

OP \$115.00 85550420

Total Attachments: 3

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CONTRIBUTION AGREEMENT

This Contribution Agreement (this “Agreement”), dated as of March 17, 2017 (the “Effective Date”), is entered into by and between Nexstar Media Group, Inc., a Delaware corporation (“NMGI”) and Nexstar Digital LLC, a Delaware limited liability company (“Nexstar Digital”).

WHEREAS, NMGI owns all of the assets of LIN Digital Media LLC, a Delaware limited liability company (the “LIN Digital Assets”) pursuant to that certain Distribution Agreement, dated as of the date hereof, by and between NMGI and Nexstar Broadcasting, Inc., a Delaware corporation;

WHEREAS, each of NMGI and Nexstar Digital desire that NMGI shall contribute, transfer, assign and deliver to Nexstar Digital the LIN Digital Assets; and

WHEREAS, each of NMGI and Nexstar Digital desires that this Agreement be entered into in connection with that certain Plan of Liquidation and Merger (the “Plan”) dated as of March 17, 2017 as part of the Plan.

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

1. Distribution. NMGI hereby contributes transfers, assigns and delivers to Nexstar Digital, and Nexstar Digital accepts, assumes and receives from NMGI, the LIN Digital Assets, effective as of the Effective Date.

2. Representations and Warranties. Each party hereto represents and warrants that it has the full right, power and authority to enter into this Agreement and carry out the transactions contemplated hereby.

3. Amendment; Termination. The parties hereto may amend, modify and supplement this Agreement only by a written agreement duly executed by the parties. No party may terminate this Agreement without the written consent of the other.

4. Binding Effect. Neither this Agreement nor any of the rights, interests and obligations hereunder may be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

5. Entire Agreement. This Agreement and the other agreements and documents referred to herein constitute the sole and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, discussions and understandings between the parties, written or oral, with respect to such matters.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to conflicts of law principles.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of such counterparts taken together will constitute one and the same Agreement. Exchange and delivery of this Agreement by exchange of facsimile copies bearing facsimile signature of either party shall constitute a valid and binding execution of this Agreement by such party. Such facsimile copies shall constitute legally enforceable original documents.

8. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Agreement.

9. Further Assurances. Subject to the terms and conditions herein provided, each of the parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement.

[Signature Page to Immediately Follow]

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

NMGI:

NEXSTAR MEDIA GROUP, INC.

By: 
Name: Elizabeth Ryder
Title: Secretary

Acknowledged and Agreed:

NEXSTAR DIGITAL LLC

By: 
Name: Elizabeth Ryder
Title: Secretary