

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438985

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900415556
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Saga Communications, Inc.		07/01/2017	Corporation:

RECEIVING PARTY DATA

Name:	Saga Communications of South Dakota, LLC
Street Address:	73 Kercheval Ave.
City:	Grosse Pointe Farms
State/Country:	MICHIGAN
Postal Code:	48236
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87305988	WNAX

CORRESPONDENCE DATA

Fax Number: 3138867150
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.
Phone: 3138867070
Email: aeurich@sagacom.com
Correspondent Name: Andrew Eurich
Address Line 1: 73 Kercheval Ave.
Address Line 4: Grosse Pointe Farms, MICHIGAN 48236

NAME OF SUBMITTER:	Andrew F Eurich
SIGNATURE:	/afe/
DATE SIGNED:	08/11/2017

Total Attachments: 5

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CONTRIBUTION AGREEMENT
(Yankton, SD – Saga Communications, Inc. to Saga Broadcasting, LLC)

THIS CONTRIBUTION AGREEMENT (“Agreement”) dated as of July 1, 2017, is by and between Saga Communications, Inc., a Delaware corporation (“Saga”), and Saga Broadcasting, LLC, a Delaware limited liability company (“Broadcasting”).

Saga (i) is the sole member of Broadcasting and (ii) owns certain assets used in its operation of radio broadcast stations WNAX(AM) (FCC Facility ID No. 57846) and WNAX-FM (FCC Facility ID No. 57839) and translators K260BO (Facility ID No. 154848) and K283AG (Facility ID No. 85928) in Yankton, South Dakota (the broadcast stations, along with the translators, collectively, the “Stations”), as set forth on **Exhibit A** (the “Assets”).

Saga desires to contribute to Broadcasting, and Broadcasting desires to accept from Saga, all of Saga’s right, title and interest in and to the Assets, and assume from Saga all of Saga’s liabilities and obligations arising out of or relating to Saga’s ownership and operation of the Assets first incurred on or after the date hereof, and, with respect to existing contracts, agreements, commitments, leases and similar arrangements included in the Assets, all liabilities and obligations in respect of such arrangements only to the extent such liabilities and obligations thereunder are required to be performed on or after the date hereof, were incurred in the ordinary course of business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Saga (the “Assumed Liabilities”). Notwithstanding anything to the contrary herein, all of Saga’s right, title and interest in and to any employment agreements shall be excluded from the Assets, and Broadcasting will not assume, by contract or by operation of law, or be liable for, any liabilities or obligations of Saga relating to such employment agreements or Saga’s employees or payroll.

In consideration of the above premises, the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Contribution. Saga hereby contributes, conveys, transfers and assigns to Broadcasting, its successors and assigns forever, all of Saga’s right, title and interest in and to the Assets and the Assumed Liabilities.

2. Assumption. Broadcasting hereby accepts from Saga the contribution, conveyance, transfer and assignment to Broadcasting of all of Saga’s right, title and interest in and to the Assets, and agrees to assume, pay, perform and discharge all of the Assumed Liabilities. Broadcasting shall not assume nor be responsible for, and Saga shall retain and remain solely responsible for, and shall pay, perform and discharge when due every liability and obligation of Saga of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due) other than the Assumed Liabilities, including, without limitation, any liability or obligation relating to any employment agreements.

3. Further Actions. Each of the parties hereto agrees, upon the reasonable request of the other party, to execute and deliver such further conveyances, notices, assignments, releases, and acceptances, and to take other action as may be reasonably requested by the other party to complete the transfers and assumptions contemplated by this Agreement. If, subsequent to the date hereof, any property that is part of the Assets comes into the possession of Saga, Saga shall promptly deliver the same to Broadcasting.

4. No Warranty. BROADCASTING TAKES THE ASSETS "AS IS" AND "WHERE IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY AS TO THE VALUE, CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

5. Successors and Assigns. This Agreement and the covenants and agreements contained herein shall survive the date hereof and shall inure to the benefit of the parties and their respective successors and assigns, and shall be binding upon the parties and their respective successors and assigns.

6. Amendments and Modifications; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

7. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

8. Counterparts; Electronic Delivery. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic delivery shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of and deemed to be an original Agreement for all purposes.

9. Entire Agreement. This Agreement, including **Exhibit A** hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

10. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware without regard to conflicts-of-law principles that would require the application of any other law.

[Signature page follows]

IN WITNESS WHEREOF, Saga and Broadcasting have caused this Contribution Agreement to be signed as of the date first written above.

SAGA:

Saga Communications, Inc.

By: Samuel D. Bush
Name: Samuel D. Bush
Title: Senior Vice President and Chief
Financial Officer

BROADCASTING:

Saga Broadcasting, LLC

By: Samuel D. Bush
Name: Samuel D. Bush
Title: Treasurer

*Contribution Agreement
(Yankton, SD – Saga Communications, Inc. to Saga Broadcasting, LLC)*

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**TRADEMARK
REEL: 006139 FRAME: 0682**

Exhibit A

Assets

(1) FCC Licenses and Antenna Structure Registrations:

Consent to Assignment of Licenses (BAL-20170619AEC, BALH-20170619AED, BALFT-20170619AEE and BALFT-20170619AEF), granted June 28, 2017 (copy attached).

License of WNAX (File No. BZ-20130412ABW)
Auxiliary Stations WLE531, WQNH875

License of WNAX-FM (File No. BLH-19891026KA)
Auxiliary Station WQNP313

License of K260BO (File No. BLFT-20111019AHW)

License of K283AG (File No. BLFT-19971224TE)

Antenna Structure Registrations: 1031958, 1035330, 1034331, and 1035332.

(2) Tangible Personal Property:

All tangible personal property used or held for use primarily in the operation of the Stations.

(3) Owned Real Property:

The following described real estate, including any fixtures owned by Saga, in Yankton County, South Dakota, less highways as platted, and subject to easements and exceptions of record:

Lot Five (5), except the South Ninety Feet (S 90') thereof, in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), Section Seventeen (17), Township Ninety-three (93), Range Fifty-five (55), as per plat recorded in Book S4 page 104B; and

South Nine Hundred Fifty-four Feet (S 954') of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), Section Thirty-five (35), Township Ninety-four (94), Range Fifty-five (55); and

Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), which includes Outlot 1, Outlot 2, Outlot 3, Outlot 4, and Outlot 5, Gurney's Outlots, as per plat recorded in Book SS, page 53, in Section Thirty-five (35), Township Ninety-four (94), Range Fifty-five (55).

(4) Leased Real Property:

That Lease Agreement dated June 1, 1989 between Bonnie R. Neilson, Trustee of the Bonnie R. Nielsen Revocable Trust (as successor-in-interest to Bonnie Nielsen and Matthew O. Nielsen, as individuals) and Saga (as successor-in-interest to Flagship Communications, Inc.).

(5) Intellectual Property:

All intellectual property used or held for use primarily in the operation of the Stations, including but not limited to, domain names, social media accounts, and logos, except the following (which assets are being contributed separately):

Trade Name:

WNAX (Registered with the South Dakota Secretary of State on October 29, 2015; Receipt Number 34796).

Trademark:

WNAX (USPTO Serial Number 87305988)

(6) Programming Agreements:

All programming agreements used or held for use primarily in the operation of the Stations.

(7) Barter and Trade Agreements:

All barter and trade agreements used or held for use primarily in the operation of the Stations.

(8) Other Agreements:

All other agreements used or held for use primarily in the operation of the Stations, except employment agreements, including but not limited to, operating agreements, interactive and digital media agreements, agreements with advertisers, and sales representation agreements.