

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441073

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Webster Bank, National Association | | 11/16/2012 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Smith Media, LLC | | |
| Street Address: | 1215 Cole Street | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63106 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1485548 | KEY | |
| Registration Number: | 1480029 | KEYT-TV | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3148624656 | | |
| <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: | 314-863-7733 | | |
| Email: | sfaction@spencerfane.com | | |
| Correspondent Name: | Glenn K. Robbins II | | |
| Address Line 1: | SPENCER FANE LLP | | |
| Address Line 2: | 1 North Brentwood Boulevard, Suite 1000 | | |
| Address Line 4: | St. Louis, MISSOURI 63105-3925 | | |
| ATTORNEY DOCKET NUMBER: | 3356502-10 KCY | | |
| NAME OF SUBMITTER: | Glenn K. Robbins II | | |
| SIGNATURE: | /Glenn K. Robbins II/ | | |
| DATE SIGNED: | 08/29/2017 | | |
| Total Attachments: 6 | | | |
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November 16, 2012

By Facsimile and Federal Express

Smith Media, LLC
1215 Cole Street
St. Louis, Missouri 63106
Facsimile: (314)259-5532

RE: Credit Agreement, dated as of February 8, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between Smith Media, LLC, a Delaware limited liability company (the "Borrower"), and Webster Bank, National Association (the "Lender")

Ladies and Gentlemen:

Borrower is party to that certain Credit Agreement described above. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agrees as follows:

1. Payoff Amount Instructions. If paid on November 16, 2012 (the "Payoff Date"), the total amount necessary to pay in full the outstanding Obligations under the Credit Agreement (other than any and all indemnity obligations under any of the Credit Agreement not yet due and payable and which by their express terms survive the termination of the Loan Documents (collectively, the "Indemnity Obligations")) is as follows:

| | |
|---|---------------|
| (i) Aggregate outstanding principal balance of the Revolving Loans as of the Payoff Date: | \$ [REDACTED] |
| (ii) Aggregate accrued but unpaid interest on the Revolving Loans as of the Payoff Date: | \$ [REDACTED] |
| (iii) Commitment Fee as set forth in Section 3.3 of the Credit Agreement: | \$ [REDACTED] |
| (iv) Labor breakage fee: | \$ [REDACTED] |
| (v) Accrued but unpaid fees and expenses as of the date hereof: | \$ [REDACTED] |
| (vi) Attorney's Fees | \$ [REDACTED] |

| | |
|---|------------|
| (vi) Total payoff amount on the Advances and the other Obligations (sum of (i) – (vi)): | ██████████ |
|---|------------|

Payment of the total amount referred to in item (v) (the "Payoff Amount") above should be made to Lender, by way of wire transfer in immediately available funds, in such amount and to such account as set forth on Exhibit A, no later than 4:00 p.m. (E.S.T.) on November 16, 2012. In the event Lender does not receive the Payoff Amount prior to 4:00 p.m. (E.S.T.) on November 16, 2012, then there shall continue to accrue interest on the outstanding principal amount of the Revolving Loans and Commitment Fee in the amount of \$██████████ and \$██████████ respectively, for each day after 4:00 p.m. (EST) on November 16, 2012 that the Payoff Amount remains unpaid through the Business Day on which the Payoff Amount is paid prior to 4:00 p.m. (E.S.T.) (the "Per Diem Amount").

2. Releases.

(a) Upon receipt by the Lender of (i) the Payoff Amount (plus the Per Diem Amount, if any), and (ii) an executed counterpart of this letter agreement signed by the Borrower (the time at which (i) and (ii) above shall first be satisfied is herein referred to as the "Payoff Effective Time"), then (u) all of the Lender's Commitments under the Credit Agreement and the other Loan Documents executed in connection therewith will automatically terminate, (v) all liabilities, obligations and indebtedness of the Borrower and the Guarantors to the Lender under the Loan Documents shall be deemed to be and shall be paid, satisfied and discharged in full automatically, (w) all liens and security interests of the Lender under the Loan Documents in any and all of the Property (including any Collateral and any or all of the capital stock) of the Borrower and the Guarantors and their Subsidiaries shall be deemed to be and shall be forever and irrevocably released and terminated in full automatically, (x) the Credit Agreement, all guarantees executed under or in connection therewith and all of the other Loan Documents shall be automatically terminated and have no further force and effect (y) at Borrower's sole cost, Lender authorizes the Borrower (or Borrower's counsel or designee) to prepare and file, the financing statement terminations, mortgage releases and other lien release documents (including any necessary release documents required to be filed at the U.S. Patent and Trademark Office), in connection with the collateral terminations and releases necessary to terminate all security interests in, security titles to and other liens of public record on the real and personal property of the Borrower, and (z) the Lenders will promptly return the Revolving Note (or affidavit of loss in lieu thereof) to the Borrower for cancellation.

(b) Notwithstanding anything to the contrary contained herein, the Borrower is not released from, and hereby ratifies and confirms its continuing liability to Lenders for the indefeasible payment and satisfaction in full of the following (collectively, "Continuing Obligations"):

(i) Indemnity Obligations;

(ii) all other obligations under the Credit Agreement and other Loan Documents which by the terms of the Credit Agreement or other Loan Documents expressly (A) survive the termination of the Credit Agreement or other Loan Documents or (B) continue in full force and effect after the Revolving Note and all other indebtedness outstanding under the Credit Agreement in respect of the Revolving Note is paid in full, in either case including,

without limitation, the obligations of the Borrower pursuant to Section 9.5 of the Credit Agreement.

Please note that certifications, confirmations, acknowledgements and agreements made by Lender in this letter, including but not limited to the effectiveness of the releases contained in Section 2(a) above and any UCC termination statements or other release or documents authorized or delivered in connection herewith, are subject to and conditioned on Lender's receipt of the items described in Section 2(a)(i) and 2(a)(ii) above. Lender's receipt of such items does not affect any rights of Lender, or obligations of the Borrower or any other obligor, under the Loan Documents which, by their terms, survive repayment of the Obligations and termination of the Loan Documents, all of which shall constitute Continuing Obligations hereunder.

(c) For and in consideration of Lender's agreements contained herein, each of the Borrower and the Guarantors hereby forever releases and discharges the Lender, and each of their officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the "Released Parties") from any and all claims, causes of action, damages and liabilities of any nature whatsoever, known or unknown, which such Person ever had, now has or might hereafter have against the Released Parties which relates, directly or indirectly, to any of the Loan Documents or the transactions relating thereto to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the date hereof. Borrower agrees that the Payoff Amount and the Continuing Obligations are payable without any deduction, offset, defenses or counterclaim.

3. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Lender from or for the account of the Borrower is voided, rescinded, set aside or must otherwise be returned or repaid by Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving the Borrower, any of its subsidiaries or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against the Borrower and any of its successors or assigns. In such event, the Borrower shall be and remain liable to the Lender for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Lender, with interest accruing thereon from and after the date such amount is so repaid or recovered.

4. Counterparts; etc. This letter agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument. This letter agreement (or signature page hereto) may be delivered by facsimile or other electronic transmission and shall have the same force and effect as if it were a manually executed and delivered counterpart.

5. Governing Law. The validity, construction and effect of this payoff letter agreement shall be governed by the internal laws of the State of Connecticut.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Lender hereby requests that the Borrower acknowledge its receipt and acceptance of and agreement to the terms and conditions set forth in this letter by signing a copy of it in the appropriate space indicated below and returning it to the Lenders.

Very truly yours,

LENDER:

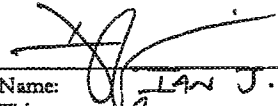
WEBSTER BANK, NATIONAL
ASSOCIATION

By: *Michael J. McWalters*
Name: *Michael J. McWalters*
Title: *Vice President*

Each of the undersigned hereby acknowledges its receipt and acceptance of and agreement to the terms and conditions of this letter:

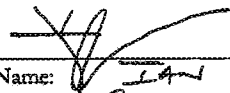
BORROWER:

SMITH MEDIA, LLC

By: 
Name: IAN J. RUTLEDGE
Title: CFO

GUARANTORS:

SMITH MEDIA LICENSE HOLDINGS, LLC

By: 
Name: IAN J. RUTLEDGE
Title: CFO

SMITH MEDIA BURLINGTON, LLC

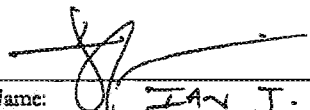
By: 
Name: IAN J. RUTLEDGE
Title: CFO

EXHIBIT A
PAYOFF AMOUNT AND WIRE TRANSFER INSTRUCTIONS

| | |
|------------------------------------|---|
| Webster Bank, National Association | <p style="text-align: center;">[REDACTED]</p> <p>By wire transfer to: Bank: Webster Bank ABA #: [REDACTED] Acct #: [REDACTED] For Further Credit to: Smith Media, LLC, Loan [REDACTED] Commercial Loan Payoff</p> |
|------------------------------------|---|