

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smith Media, LLC		11/16/2012	Limited Liability Company: DELAWARE
Smith Media License Holdings, LLC		11/16/2012	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NPG of California, LLC		
Street Address:	825 Edmond Street		
City:	St. Joseph		
State/Country:	MISSOURI		
Postal Code:	64501		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1485548	KEY	
Registration Number:	1480029	KEYT-TV	
CORRESPONDENCE DATA			
Fax Number:	8164743216		
<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:	816-474-8100		
Email:	sfaction@spencerfane.com		
Correspondent Name:	Kyle L. Elliott		
Address Line 1:	SPENCER FANE LLP		
Address Line 2:	1000 Walnut Street, Suite 1400		
Address Line 4:	Kansas City, MISSOURI 64106		
ATTORNEY DOCKET NUMBER:	3356502-10 KCY		
NAME OF SUBMITTER:	Kyle L. Elliott		
SIGNATURE:	/kle/		
DATE SIGNED:	08/29/2017		
Total Attachments: 6			

OP \$65.00 1485548

source=KEY-KEYT-TV TRADEMARK ASSIGNMENT#page1.tif
source=KEY-KEYT-TV TRADEMARK ASSIGNMENT#page2.tif
source=KEY-KEYT-TV TRADEMARK ASSIGNMENT#page3.tif
source=KEY-KEYT-TV TRADEMARK ASSIGNMENT#page4.tif
source=KEY-KEYT-TV TRADEMARK ASSIGNMENT#page5.tif
source=KEY-KEYT-TV TRADEMARK ASSIGNMENT#page6.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and entered into as of November 16, 2012 by and among Smith Media, LLC, a Delaware limited liability company ("Smith"), Smith Media License Holdings, LLC, a Delaware limited liability company ("Smith LH" and together with Smith, each a "Seller" and collectively the "Sellers") and NPG of California, LLC, a Missouri limited liability company ("Purchaser"). Purchaser and Sellers are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Sellers are the owners of the trademarks set forth on Exhibit A hereto (the "Trademarks");

WHEREAS, the Parties have entered into an Asset Purchase Agreement dated as of September 6, 2012 (the "Purchase Agreement"), related to the sale and acquisition of certain assets related to television broadcast station KEYT-TV, Santa Barbara, CA, as described in the Purchase Agreement, pursuant to which Sellers have agreed to assign the Trademarks to Purchaser, and Purchaser has agreed to receive such Trademarks; and

WHEREAS, Sellers desire to assign their interests in the Trademarks to Purchaser as of the date hereof, and the Purchaser wishes to receive such assignment, subject to the terms and provisions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Assignment.** Sellers hereby grant, sell, convey, assign, transfer, and deliver to Purchaser their entire right, title, and interest in and to the Trademarks, set forth on Exhibit A, together with the goodwill associated therewith and all applications therefor, including, without limitation, the right to sue for and receive all damages from infringements of the Trademarks, the same to be held and enjoyed by Purchaser and its successors, assigns, and other legal representatives.

2. **Execution.** Upon the request of the Purchaser, Sellers shall execute and deliver any and all instruments and documents and take such other future actions as may be necessary to document the aforesaid assignment and transfer or to enable Purchaser to secure, register, maintain, enforce, and otherwise fully protect its rights in and to the Trademarks.

3. **Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

4. **Assignment and Binding Effect.** This Trademark Assignment and all rights and powers granted and obligations created hereby will bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. **No Third Party Beneficiaries.** Nothing in this Trademark Assignment, express or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation, other than Purchaser or Sellers and their successors and permitted assigns, any remedy or claim under or by reason of this Trademark Assignment or any term, covenant, condition, promise or agreement hereof, and

WA 3671334.2

all of the terms, covenants, promises and agreements contained in this Trademark Assignment shall be for the sole and exclusive benefit of Purchaser or Sellers and their successors and assigns.

6. **Amendment; Waiver.** This Trademark Assignment shall not be amended or modified except by a written instrument duly executed by each of the Parties hereto. Any extension or waiver by any Party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

7. **Counterparts.** This Trademark Assignment may be executed in two counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, this Trademark Assignment has been signed by or on behalf of each of the Parties as of the date first written above.

Smith Media, LLC

By: _____
Name: Ian J. Guthrie
Title: Vice President – Chief Financial Officer

Smith Media License Holdings, LLC

By: _____
Name: Ian J. Guthrie
Title: Vice President – Chief Financial Officer

NPG of California, LLC

By: _____
Name: David R. Bradley
Title: President

Exhibit A

"Trademarks" means any trademarks, service marks, trade dress, logos, trade names, call letters, corporate names and second-level domain names, along with any associated goodwill, that are used or held for use by the Sellers for the operation of the Business as currently conducted, including all trademark registrations, trademark applications and common law rights to the following:


<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
KEY	1,485,548	4/19/1988
KEYT-TV	1,480,029	3/8/1988

IN WITNESS WHEREOF, this Trademark Assignment has been signed by or on behalf of each of the Parties as of the date first written above.

Smith Media, LLC

By: 
Name: Ian J. Guthrie
Title: Vice President - Chief Financial Officer

Smith Media License Holdings, LLC

By: 
Name: Ian J. Guthrie
Title: Vice President - Chief Financial Officer

NPG of California, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Trademark Assignment has been signed by or on behalf of each of the Parties as of the date first written above.

Smith Media, LLC

By: _____
Name: Ian J. Guthrie
Title: Vice President -- Chief Financial Officer

Smith Media License Holdings, LLC

By: _____
Name: Ian J. Guthrie
Title: Vice President -- Chief Financial Officer

NPG of California, LLC

By: David R. Bradley
Name: David R. Bradley
Title: President

IN WITNESS WHEREOF, this Trademark Assignment has been signed by or on behalf of each of the Parties as of the date first written above.

Smith Media, LLC

By: _____
Name: Ian J. Guthrie
Title: Vice President – Chief Financial Officer

Smith Media License Holdings, LLC

By: _____
Name: Ian J. Guthrie
Title: Vice President – Chief Financial Officer

NPG of California, LLC

By: David R. Bradley
Name: David R. Bradley
Title: President