

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448821

| | |
|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900425605 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|--------------|
| Apex Media Corporation | | 09/15/2017 | Corporation: |

RECEIVING PARTY DATA

| | |
|--------------------------|--------------------------------------|
| Name: | Saga Quad States Communications, LLC |
| Street Address: | 73 Kercheval Avenue |
| Internal Address: | Suite 201 |
| 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 |
|-----------------------------|---------|----------------|
| Registration Number: | 3810695 | 101.7 CHUCK FM |

CORRESPONDENCE DATA

Fax Number: 3017181820

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: (301) 718-1818

Email: tepperlaw@aol.com

Correspondent Name: Cary S. Tepper, Esq.

Address Line 1: 4900 Auburn Avenue

Address Line 2: Suite 100

Address Line 4: Bethesda, MARYLAND 20814-2632

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | G. Dean Pearce |
| SIGNATURE: | /s/ G. Dean Pearce |
| DATE SIGNED: | 10/27/2017 |

Total Attachments: 6

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AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

This AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT ("Amendment") is made this 13th day of September, 2017, between Apex Media Corporation, a South Carolina corporation ("Seller"), and Saga Quad States Communications, LLC, a Delaware limited liability company ("Buyer").

RECITALS

A. Buyer, Seller, Pearce Development, LLC, f/k/a Apex Real Property, LLC, a South Carolina limited liability company, and solely as to Section 13.9 thereto, G. Dean Pearce, individually, are parties to the Asset Purchase Agreement, dated as of May 9, 2017 (the "Purchase Agreement").

B. Additionally, Buyer and Seller and are parties to an Assignment and Assumption Agreement (the "Agreement") dated as of September 5, 2017, and made effective as of September 1, 2017, whereby Seller has assigned to Buyer the Intellectual Property.

C. Buyer and Seller desire to amend Exhibit A of the Agreement as provided in this Amendment.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Replacement of Exhibit A. Exhibit A attached hereto shall hereby replace Exhibit A of the Agreement.

2. Ratification of the Agreement and Purchase Agreement. Except as specifically modified by this Amendment, the parties agree that all of the terms and conditions of the Agreement are in full force and effect and remain unmodified, and the parties hereby ratify and reaffirm the terms and conditions of the Agreement and agree to perform and comply with the same. In the event of a conflict between any term or provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Purchase Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment. Additionally, nothing contained in this Amendment shall be deemed to supersede, enlarge on, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including the obligations, agreements, covenants or warranties of Seller or Buyer, contained in the Purchase Agreement, all of which survive the execution and delivery of this Amendment as provided and are subject to the limitations set forth in the Purchase Agreement. This Amendment is intended only to amend the effect the assignment of the Intellectual Property transferred by Seller to Buyer pursuant to the Agreement, as contemplated by the Purchase Agreement. If any conflict

exists between the terms of this Amendment, the Agreement, and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

3. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Seller and Buyer and their respective successors and assigns.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties by facsimile or electronic mail shall be deemed to be their original signatures for all purposes.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

[Signature page follows]

IN WITNESS WHEREOF, Buyer and Seller caused this Amendment to be made effective as of the day and year first above written.

Buyer:

Seller:

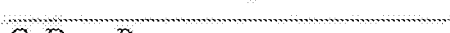
Saga Quad States Communications, LLC

Apex Media Corporation

By:


Samuel D. Bush
Treasurer

By:


G. Dean Pearce
President

IN WITNESS WHEREOF, Buyer and Seller caused this Amendment to be made effective as of the day and year first above written.

Buyer:

Saga Quad States Communications, LLC

By:

Samuel D. Bush
Treasurer

Seller:

Apex Media Corporation

By:


G. Dean Pearce
President

Exhibit A

1. Call Signs

WCKN(FM)
WMXZ(FM)
WXST(FM)
WAVF(FM)
WSPQ(AM) WVSC
(FM) WLHH(FM)
WALI (FM) W261DG
(FX) W257BQ (FX)
W256CB (FX)
W293BZ (FX)

2. Websites:

Apex FW domains are listed below. We will transfer these Domains to you. Transfer time takes about 48 hours.

Charleston

www.kickin925.com
www.mix959.com
www.star997.com
www.1017chuckfm.com
www.mix961live.com
www.993thebox.com
<http://chuckfmradio.com/>
<http://92.5kickincountry.com/>
<http://925kickincountry.com/>
<http://925wckn.com/>
<http://925wcknfm.com/>
<http://925kickincountry.com/>
<http://961chuckfm.com/>

Hilton Head

www.1049thesurf.com
www.sc103radio.com
<http://easyfm1ive.com/>
<http://sc1031.com/>
<http://sc103live.com>

3. Facebook Pages:

Charleston

WCKN (FM) – www.facebook.com/kickin925
WMXZ (FM)- www.facebook.com/mix96live
WXST (FM) – www.facebook.com/APTEXSTAR997
WAVF (FM)- www.facebook.com/1017chuckfm
W257BQ (FX) – www.facebook.com/993TheBoxisHiphop
WCKN (FM) - <https://facebook.com/925KickinCountry/>
WMXZ (FM) - <https://facebook.com/mix959/>
W257BQ - <https://facebook.com/993thebox/>
<https://facebook.com/Heaven1390>

Hilton Head

WVSC (FM)
WLHH(FM)
<https://www.facebook.com/1049TheSurf/>
<https://facebook.com/sc103radio>
<https://facebook.com/Easy106.5>

4. Twitter & Instagram

Charleston

WCKN (FM)-twitter.com/kickin925fm
WMXZ (FM)-twitter.com/mix96live
W257BQ (FX)-twitter.com/993thebox
<https://twitter.com/1017chuckfm>
<https://twitter.com/star997>

Hilton Head

<https://twitter.com/sc103radio>

5. Federal Trademarks

Charleston

101.7 Chuck FM
CHUCK FM

See attached pdf.

Hilton Head

None