

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mt. Mansfield Television, Inc.		05/03/2017	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Gray Television Group, Inc.		
Street Address:	4370 Peachtree Road, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30319		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4229691	JUMPONIT	
CORRESPONDENCE DATA			
Fax Number:	8435770460		
<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:	8437203747		
Email:	efenno@fennolaw.com, tgeel@fennolaw.com		
Correspondent Name:	Edward T. Fenno		
Address Line 1:	171 Church Street, Suite 160		
Address Line 4:	Charleston, SOUTH CAROLINA 29401		
NAME OF SUBMITTER:	Edward T. Fenno		
SIGNATURE:	/Edward T. Fenno/		
DATE SIGNED:	04/03/2018		
Total Attachments: 13			
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ASSET PURCHASE AGREEMENT
DATED AS OF MAY 3, 2017
BY AND BETWEEN
MT. MANSFIELD TELEVISION, INC.
AND
GRAY TELEVISION GROUP, INC.

ASSET PURCHASE AGREEMENT (the "Agreement") dated as of May 3, 2017, by and between (i) Mt. Mansfield Television, Inc., a Vermont corporation ("Seller"); and (ii) Gray Television Group, Inc., a Delaware corporation ("Purchaser").

WHEREAS, Seller owns and operates the television broadcast station known as WCAX-TV, Burlington, Vermont (FCC Facility ID No. 46728) and all associated low power television stations and translators (the "Station") pursuant to certain authorizations issued by the United States Federal Communications Commission (the "FCC") to Seller;

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all assets owned, used or held for use in the operation of the Station, excluding the Excluded Assets (as defined herein) and in connection therewith, Purchaser has agreed to assume certain liabilities of Seller relating to the Station, all upon the terms and subject to the conditions set forth herein and in the Operative Agreements (as defined below) (such transactions sometimes being referred to herein as the "Transactions");

WHEREAS, the prior consent of the FCC is required to permit the consummation of the Transactions; and

WHEREAS, Seller and Purchaser desire to make certain representations, warranties, covenants and agreements in connection with the Transactions, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Certain Definitions. For all purposes of and under this Agreement, the following terms shall have the respective meanings set forth below:

(a) "Accounts Receivable" means all accounts receivable, notes receivable and other monies due to Seller for sales and deliveries of goods, performance of services, sale of advertisements, broadcast time and programming and other business transactions related to the Station attributable to the period prior to the Effective Time.

(b) "Action" means any claim, action, suit or proceeding, arbitral action, governmental inquiry, criminal prosecution or other investigation by or before any Governmental Authority.

(c) "Affiliate" means, as applied to any Person, (i) any other Person directly or indirectly controlling, controlled by or under common control with, that Person, or (ii) any director, partner, member, officer, manager, agent, employee or relative of such Person. For the purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and "under common control with") as applied to any Person, means the possession,

directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract or otherwise.

(d) “Bargaining Agreements” means the collective bargaining agreements set forth on Schedule 4.16(b).

(e) “Business Day” means any weekday (Monday through Friday) on which commercial banks in Burlington, Vermont are open for business.

(f) “Business Intellectual Property” means Intellectual Property that is used or held for use by Seller primarily for the operation of the Station as currently conducted, including the Intellectual Property listed on Schedule 4.6.

(g) “Communications Act” means the Communications Act of 1934, as amended, and all rules, regulations and published policies of the FCC promulgated thereunder.

(h) “Confidentiality Agreement” means the Mutual Non-Disclosure Agreement entered into by Seller and an Affiliate of Purchaser dated February 13, 2017.

(i) “Contract” means any currently enforceable contract, agreement, non-governmental license, sales and purchase orders, indenture, note, bond, instrument, lease, conditional sales contract, mortgage, license, franchise agreement, concession agreement, security interest, guaranty, binding commitment or other agreement.

(j) “Employee Plan” means (a) any employee benefit plan, agreement, arrangement or policy subject to ERISA, including any retirement, pension, deferred compensation, severance, profit sharing, savings, group health, dental, life insurance, disability, cafeteria or vacation plan, agreement, policy or arrangement; (b) any equity or equity-based compensation plan or arrangement; (c) any bonus or incentive arrangement; and (d) any severance or termination agreements, policies or arrangements that are not covered by ERISA; in each case, sponsored, maintained or contributed to or required to be maintained or contributed to by Seller or with respect to which Seller has or may have actual or contingent liability or obligation for the benefit of any current or former Business Employee who is or was directly engaged, exclusively, in the operation of the Station.

(k) “Encumbrance” means any security interest, pledge, mortgage, lien, charge, adverse claim of ownership or use, restriction on transfer (such as a right of first refusal or other similar right), defect of title, or other encumbrance of any kind or character.

(l) “Enforceability Exceptions” means the exceptions or limitations to the enforceability of Contracts under principles of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Law affecting creditors’ rights and relief of debtors generally, and rules of law and general principles of equity including, without limitation, rules of law and general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(m) “Environmental Law” means any applicable law, order, regulation, decree, permit, license, ordinance, or other federal, state, county, provincial, local or foreign governmental requirements relating to pollution, the protection of human health (from exposure to Hazardous Substances) and the environment, or the discharge or Release of any Hazardous Substance into the environment.

(n) “Equipment” means all machinery, equipment, computers, motor vehicles, aircraft, furniture, fixtures, furnishings, Transmission Equipment, tools, parts and supplies, inventory, advertising and promotional materials, blank films, tapes, telecommunications equipment and all other items of tangible personal property (other than those included in the Excluded Assets) owned or leased by Seller and used or held for use by it primarily in the operation of the Station, including those items listed and described on Schedule 4.5 (other than such items that are no longer in use as a result of obsolescence or having been replaced by other property).

(o) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, any successor statute thereto, and the rules and regulations promulgated thereunder.

(p) “FCC Consent” means the actions of the FCC (including any action duly taken by the FCC’s staff pursuant to delegated authority) granting consent to the assignment of the FCC Licenses necessary for the consummation of the Transactions.

(q) “FCC Licenses” means all of the FCC licenses, permits and other authorizations issued to Seller with respect to the Station including the FCC licenses, permits and other authorizations identified in Schedule 4.15(a).

(r) “GAAP” means generally accepted accounting principles in the United States.

(s) “Governmental Authority” means any government, any governmental entity, department, commission, board, agency or instrumentality, and any court, tribunal, or judicial body, in each case whether federal, state, county, provincial, local or foreign.

(t) “Governmental Order” means any statute, rule, regulation, order, judgment, injunction, decree, stipulation or determination issued, promulgated or entered by or with any Governmental Authority of competent jurisdiction.

(u) “Hazardous Substance” means petroleum, petroleum by-products, polychlorinated biphenyls and any pollutant, contaminant or hazardous or toxic substance, material, or waste that is labeled or regulated as such by any Governmental Authority pursuant to an Environmental Law, but excluding de minimis amounts of substances, materials, and wastes customarily used or stored in similar properties for the purpose of cleaning or other maintenance or operations in the ordinary course of business (including without limitation those normally found in motor vehicles).

(v) “Independent Accounting Firm” means BDO USA, LLP.

(w) “Intellectual Property” means any (i) patents, patent disclosures and related improvements, (ii) trademarks, service marks, trade dress, logos, trade names, call letters,

corporate names and second-level domain names, along with any associated goodwill, (iii) copyrights and copyrightable works, (iv) trade secrets and confidential business information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, research and development information, software, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information), (v) registrations and applications to register any of the foregoing, if applicable, and (vi) rights to sue with respect to past and future infringements of any of the foregoing.

(x) “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, any successor statute thereto, and the rules and regulations promulgated thereunder.

(y) “IRS” means the United States Internal Revenue Service, and any successor agency thereto.

(z) “Knowledge of Seller”, “Seller’s Knowledge”, “known to Seller” and phrases of similar import mean, with respect to any matter in question relating to Seller, the actual knowledge of such matter by the named individuals listed in Schedule 1.1(z) hereto, after reasonable due inquiry.

(aa) “Law” means, as in effect on any date of determination, applicable common law or any applicable statute, permit, ordinance, code or other law, rule, regulation or order enacted, adopted, promulgated or applied by any Governmental Authority, including any applicable Governmental Order.

(bb) “Liability” means any indebtedness, obligation and other liability (whether absolute, accrued, matured, contingent (or based upon any contingency), known or unknown, fixed or otherwise, or whether due or to become due), including, any fine, penalty, judgment, award or settlement respecting any judicial, administrative or arbitration proceeding, damage, loss, claim or demand with respect to any Law.

(cc) “License” means any franchise, approval, permit, order, authorization, consent, license, registration or filing, certificate, variance and any other similar right obtained from or filed with any Governmental Authority.

(dd) “Material Adverse Effect” means any event, condition, change, occurrence, development, circumstance, effect or state of facts (each, an “Effect”) that, individually or in the aggregate with any such other Effect, would reasonably be expected to (a) prevent Seller from consummating the Transactions or performing its obligations under this Agreement, or (b) be materially adverse to the Assets or the operations, business, financial condition or results of operations of the Station, taken as a whole, except for any such Effect arising out of, resulting from or attributable to, directly or indirectly, individually or in the aggregate: (i) any federal, state, local or foreign governmental actions, including proposed or enacted legislation, regulatory changes or Law, except to the extent such changes disproportionately affect the Station (relative to other broadcast television stations); (ii) changes in GAAP or regulatory accounting principles; (iii) actions taken with Purchaser’s written consent or at Purchaser’s written request; (iv) conditions in the United States or global economy or capital, credit or financial markets generally, except to the

<u>Term</u>	<u>Section</u>
LMA Start Date	2.3(d)
Material Business License(s)	4.8
Notice of Claim	8.4(a)
Owned Real Property	2.1(b)(iii)
Phase II Environmental Assessment	6.13
Proceeds	6.10(a)
Program Payments	2.4(b)(i)
Prorations	2.5(a)
Purchase Price	2.3(a)
Purchaser	Preamble
Purchaser Indemnified Party	8.3
Purchaser Termination Event	9.1(e)
Real Property Leases	2.1(b)(iv)
Required Consents	7.1(f)
Schedule Supplement	6.14
Seller	Preamble
Seller Indemnified Party	8.2
Station(s)	Recitals
Surveys	6.12
Third Party Claim	8.4(a)
Threshold	8.5(a)
Title Commitments	6.12
Transactions	Recitals
Transaction Expenses	6.6
Transferred Employees	6.7(a)
Upset Date	9.1(a)(iii)

ARTICLE II
PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets.

(a) Purchase and Sale. Upon the terms and subject to the conditions set forth herein, at the Closing, Purchaser shall purchase from Seller, and Seller shall irrevocably sell, convey, transfer, assign and deliver to Purchaser, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest of Seller in and to the Assets.

(b) Assets. For all purposes of and under this Agreement, the term "Assets" shall mean, refer to and include all properties, assets, privileges, rights, interests and claims, real, personal or mixed, tangible and intangible, of every type and description (other than the Excluded Assets), that are owned or leased by Seller and used or held for use primarily in connection with the

Station as of the Closing Date. Without limiting the foregoing, the Assets shall include the following, except to the extent that any of the following are included within the Excluded Assets:

- (i) the FCC Licenses and the Station's call letters;
- (ii) any books and records maintained by Seller that are necessary to operate the Station, including those necessary to operate the Station in compliance with the FCC's rules and regulations, including, but not limited to, the Station's public files;
- (iii) all parcel(s) of real property, as more fully described in Schedule 4.12(a) hereto (the "Owned Real Property"), and all the rights arising out of the ownership thereof or appurtenant thereto, including all rights, privileges, grants and easements appurtenant to Seller's interest in the Owned Real Property, together with all buildings, structures, facilities, fixtures and other improvements ("Improvements") thereon;
- (iv) all lease(s) of real property (the "Real Property Leases"), as more fully described in Schedule 4.12(b), as to which Seller is the lessee (the real property demised by a Real Property Lease being called, the "Leased Real Property"), and all Improvements included in the Leased Real Property;
- (v) all Equipment;
- (vi) to the extent transferable by Seller to Purchaser, other than the FCC Licenses, all Licenses possessed by Seller and used or held for use primarily in the operation of the Station as currently conducted and all rights thereunder (each a "Business License" and, collectively, the "Business Licenses");
- (vii) to the extent transferable by Seller to Purchaser, all Contracts (other than Real Property Leases, which are the subject of clause (iv) above) to which Seller is a party pertaining to the operation of the Station and all rights of Seller thereunder (together with the Real Property Leases, each a "Business Contract" and, collectively, "Business Contracts");
- (viii) subject to any restrictions on transfer or assignment and to the extent used or held for use primarily by Seller in connection with the Station, all management and other systems (including computers and peripheral equipment), databases, computer software, computer disks and similar assets and all licenses and rights in relation thereto;
- (ix) to the extent transferable by Seller to Purchaser, the Business Intellectual Property, subject to any restrictions on transfer or assignment thereof;
- (x) all prepaid expenses and charges attributable to the period prior to the Effective Time in respect of the Station and attributable to periods on or after the Effective Time, in each case, to the extent reflected in the Prorations set forth in Section 2.4(a) below;
- (xi) to the extent assignable, all of Seller's rights, claims, credits, causes of action or rights of set-off against third parties relating to the Station or Assets, including claims pursuant to all warranties, representations and guarantees made by suppliers,

manufacturers, contractors and other third parties in connection with products or services purchased by or furnished to Seller for use in the Station or affecting any of the Assets; and

(xii) all goodwill associated with the Assets.

(c) Excluded Assets. Notwithstanding anything to the contrary herein, Seller shall not convey, assign, or transfer to Purchaser, and Purchaser shall not acquire or have any rights to acquire, the following assets (the "Excluded Assets"):

(i) all of Seller's rights to (A) Seller's names, service names and trade names, (B) the corporate and trade names listed on Schedule 2.1(c)(i), (C) all URLs and internet domain names consisting of or containing any of the foregoing, and (D) any variations or derivations of, or marks confusingly similar to, any of the foregoing;

(ii) all cash, cash equivalents and securities of Seller;

(iii) all bank and other depository accounts of Seller;

(iv) all (A) tax records and tax returns (other than those tax records and tax returns related to personal and real property taxes with respect to the Assets), books of account and other materials not relating to the Assets or the operation of the Station, (B) Organizational Documents, minute books and all other books and records relating to the organization, existence or ownership of Seller, (C) records, documents, plans and financial records related to the Transactions, (D) all records relating to other Excluded Assets and (E) all personnel files for employees of Seller who are not transferred to Purchaser as of the Closing;

(v) all refunds of Taxes;

(vi) all Business Insurance Policies (including, without limitation, title insurance policies) or other insurance policies relating to the Station, any refunds paid or payable in connection with the cancellation or discontinuance of any insurance policies applicable to the Station, and any claims made under any such insurance policies;

(vii) the Accounts Receivable;

(viii) subject to Section 6.7, rights in or any assets associated with or allocated to any Benefit Plan or Employee Plan;

(ix) any Business Contract (A) that is subject to Section 3.5, unless and until consent to the assignment of such Business Contract is obtained pursuant to Section 3.5 (subject to obligations of the parties as set forth in Section 3.5), (B) listed on Schedule 2.1(c)(ix) (Excluded Contracts), (C) entered into prior to the date hereof that was required to be listed on Schedule 4.7(a) but was not so listed thereon and that is designated by Purchaser within thirty (30) days of the discovery by the Purchaser that such Business Contract was required to be listed on Schedule 4.7(a) or (D) that was entered into, renewed or amended after the date hereof in violation of Section 6.1 (collectively, the "Excluded Contracts");

termination, amendment, modification, acceleration or cancellation of any material obligation or loss of any material benefit under, result in the creation of any Encumbrance other than a Permitted Encumbrance on any of the Assets pursuant to, or require Seller to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person as a result of or under, the terms and provisions of (i) the Organizational Documents of Seller, (ii) any Business Contract listed on Schedule 4.7(a) (or required to be listed thereon), or (iii) any Law applicable to Seller or any of the Assets, or any Governmental Order issued by a Governmental Authority by Seller or any of the Assets is bound or obligated.

4.4 Government Consents. Except as set forth in Schedule 4.4 hereto, no material consent, waiver, approval, order or authorization of, or notification, registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of Seller in connection with the execution and delivery by Seller of this Agreement and the Operative Agreements to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the Transactions, except the FCC Consent.

4.5 Equipment and Tangible Personal Property. Schedule 4.5 contains an accurate and complete list of all material items of Equipment owned or leased by Seller as of the date hereof that relates to the program, production, generation or transmission of the Station's television broadcast signal, or otherwise having an original acquisition cost of at least \$40,000. Seller has good and marketable title to or a valid leasehold interest in, or otherwise has the right to use, all items of Equipment listed on Schedule 4.5, free and clear of all Encumbrances except for Permitted Encumbrances. All Equipment is (i) in good operating condition and repair, subject to normal wear and tear, for its current use, and available for use, in the operation of the Station and the conduct of the Station as presently conducted, and (ii) maintained in compliance with good industry practice and all applicable FCC rules and policies. Except for the Excluded Assets, the Assets are all of the assets sufficient to operate in all material respects the Station as presently operated by Seller.

4.6 Intellectual Property and Proprietary Rights. Schedule 4.6 sets forth a list of all applications and registrations for Business Intellectual Property and sets forth the owner and nature of the interest of Seller therein, and a list of the homepages of the Station's Internet websites.

(a) To the extent set forth on Schedule 4.6, Seller is the owner of all right, title and interest in and to each item of Business Intellectual Property and/or has the right to use the Business Intellectual Property in connection with the operation of the Station as currently conducted.

(b) (i) To the Knowledge of Seller, the use of the Business Intellectual Property in connection with the operation of the Station as currently conducted does not infringe or otherwise conflict with the Intellectual Property rights of any Person and (ii) no material claim is pending or, to the Knowledge of Seller, has been threatened in writing with respect to the use of the Business Intellectual Property in connection with the operation of the Station as currently conducted, except, in either case, (i) or (ii), as set forth on Schedule 4.6(b).

(c) To the Knowledge of Seller, (i) none of the Business Intellectual Property owned by Seller is being materially infringed, nor (ii) is such Business Intellectual Property being

materially used or available for use by any Person other than Seller, except, in either case, (i) or (ii), as set forth on Schedule 4.6(c).

4.7 Business Contracts.

(a) Schedule 4.7(a) hereto contains a list of all Business Contracts of Seller other than (i) contracts for the sale of time on the Station which are for cash consistent with prior practices for the periods in question and with not more than twelve (12) months remaining in their terms, (ii) contracts which were entered into in the ordinary course of business and which are terminable by Purchaser after the Closing on thirty (30) days' notice or less without penalty or premium, or (iii) contracts which are not reasonably expected to impose monetary obligations on Seller in 2017 in excess of \$75,000 individually and which impose no material restrictions on the operation of the Station.

(b) Except as set forth in Schedule 4.7(b) hereto (i) each Business Contract listed on Schedule 4.7(a) represents a valid, binding and enforceable obligation of Seller in accordance with the respective terms thereof and, to Seller's Knowledge, represents a valid, binding and enforceable obligation of each of the other parties thereto, except, in each case, as such enforceability may be limited by the Enforceability Exceptions, (ii) neither Seller, and to the Knowledge of Seller, nor any other party is in material breach or default under any Business Contract listed on Schedule 4.7(a), (iii) as of the date hereof no outstanding notice of default has been sent or received by Seller under any Business Contract listed on Schedule 4.7(a), and (iv) true, correct and complete copies of such Business Contracts listed on Schedule 4.7(a) have been made available to Purchaser. The Station is carried pursuant to must-carry or retransmission consent on all material MVPDs with at least 2,500 subscribers in the applicable Station's designated market area.


4.8 Business Licenses. Except as set forth in Schedule 4.8, Seller owns or possesses all right, title and interest in and to all FCC Licenses and all other material Licenses which are necessary for it to conduct the operations of the Station substantially as currently conducted (each, a "Material Business License" and, collectively, the "Material Business Licenses"). Schedule 4.8 hereto contains a list of all Material Business Licenses of Seller included in the Assets. No loss or expiration of any such Material Business License has occurred, is pending or, to the Knowledge of Seller, has been threatened in writing, other than (a) the expiration of any such Material Business License in accordance with the terms thereof which may be renewed in the ordinary course of business, or (b) the expiration of the terms of the Material Business Licenses that remain in effect by operation of Law pending disposition of pending renewal applications.

4.9 Business Employees. Seller has made available to Purchaser a list of all employees of Seller who, as of the date of this Agreement, have employment duties related to the Station, including any such employee who is an inactive employee on paid or unpaid leave of absence, short-term disability or long-term disability, and indicating such employee's date of employment, current title as of the date hereof and salary as of the date hereof. Each employee who remains employed by Seller immediately prior to the Closing (whether actively or inactive), and each additional employee who is hired to work at the Station following the date hereof and prior to the Closing who remains employed by Seller immediately prior to the Closing (whether actively or inactive), is referred to herein individually as a "Business Employee" and, collectively, as the

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

SELLER:

MT. MANSFIELD TELEVISION INC.

By: 
Name: PETER R. MARTIN
Title: PRESIDENT

PURCHASER:

GRAY TELEVISION GROUP, INC.

By: _____
Name: Kevin P. Latek
Title: Executive Vice President and Secretary

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

SELLER:

MT. MANSFIELD TELEVISION INC.

By: _____
Name: _____
Title: _____

PURCHASER:

GRAY TELEVISION GROUP, INC.

By:  _____
Name: Kevin P. Latek
Title: Executive Vice President and Secretary

Schedule 4.6

Registered Intellectual Property and Websites

U.S. Patent and Trademark Office

- Jumponit, Reg. No. 4,229,691 – Registered Oct. 23, 2012.

Websites

- www.wcax.com;
- www.myjumponit.com;
- www.wcaxcompass.com;
- www.vermontsownlegacy.com;
- www.myjumponit.ca;
- www.myjumponitvt.com;
- www.jumponitmontreal.com; and
- www.jumpon-it.com

Social Media

- Facebook
 - www.facebook.com/wcaxtv/
 - www.facebook.com/wcaxweatherteam/
 - www.facebook.com/WCAXSports/
- Instagram: www.instagram.com/wcax/
- Twitter: www.twitter.com/wcax