

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472456

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Greensgoro TV, LLC | | 02/16/2018 | Limited Liability Company: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | Hearst Properties, Inc. | | |
| Street Address: | 300 West 57th Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3471608 | WCWG | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6462082022 | | |
| <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: | 2126492022 | | |
| Email: | trademarks@hearst.com | | |
| Correspondent Name: | Maureen W. Sheehan | | |
| Address Line 1: | 300 West 57th Street | | |
| Address Line 4: | New York, NEW YORK 10019 | | |
| ATTORNEY DOCKET NUMBER: | 13522 -WCWG | | |
| NAME OF SUBMITTER: | Karolyn Richter | | |
| SIGNATURE: | /karolyn richter/ | | |
| DATE SIGNED: | 05/03/2018 | | |
| Total Attachments: 6 | | | |
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**ASSIGNMENT AND ASSUMPTION AGREEMENT
INTANGIBLE PROPERTY**

This Assignment and Assumption Agreement (this "*Agreement*") is made as of February 16, 2018, by and between Greensboro TV, LLC ("*Assignor*"), and Hearst Properties Inc. ("*Assignee*").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Option Agreement, dated as of April 20, 2017 and with respect to certain of the assets used or useful in the operation of television station WCWG(TV), Lexington, North Carolina (Facility ID 35385) (the "*Option Agreement*"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Intangible Property, including, but not limited to all intellectual property and the call sign(s) listed on Attachment A hereto, and Assignee is willing to accept assignment of such rights and assume such duties and obligations arising under or in connection with the Intangible Property, in each case pursuant to the terms and subject to the conditions of the Option Agreement and this Agreement (including Section 5 hereof).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. ***Defined Terms; Interpretation.*** Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Option Agreement.
2. ***Assignment.*** Assignor hereby conveys, assigns, and transfers to Assignee all right, title and interest in and to the Intangible Property. Assignor shall remain liable for all of the obligations and liabilities arising under the Intangible Property insofar as such obligations and liabilities relate to the time period prior to the Option Closing Date.
3. ***Assumption.*** Assignee hereby agrees that it shall assume and discharge and perform, insofar as they relate to the time period beginning on and after the Option Closing Date, all the obligations and liabilities of Assignor under the Intangible Property. Assignee shall not assume any other obligations or liabilities of the Assignor pursuant to this Agreement.
4. ***Further Assurances.*** Each party to this Agreement agrees to execute, acknowledge, deliver, file and record, and to cause to be executed, acknowledged, delivered, filed and recorded, such further certificates, instruments, and documents and to do, and cause to be done, all such other acts and things, as may be required by law, or as may, in the reasonable opinion of the other party hereto, be necessary or advisable to carry out the purposes of this Agreement.

5. **Option Agreement Controlling.** Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignor or Assignee set forth in the Option Agreement, including, without limitation, any limits on indemnification specified therein. This Agreement is subject to and controlled by the terms of the Option Agreement.

6. **Binding Effect; Amendments.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No modification, amendment or waiver of any provision of, or consent or approval required by, this Agreement, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the party against whom enforcement of any such modification, amendment, waiver, consent or approval is sought.

7. **Governing Law.** The construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof.

8. **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. The delivery of an executed counterpart of the Agreement by facsimile or electronic transmission in pdf form will be deemed to be an original counterpart of the Agreement so transmitted.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO
ASSIGNMENT AND ASSUMPTION AGREEMENT (INTANGIBLE PROPERTY)

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first above written.

ASSIGNOR:

Greensboro TV, LLC

By:



David A. Hanna
President

ASSIGNEE:

Hearst Properties Inc.

By:

Jordan M. Wertlieb
President

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President

ATTACHMENT A

Intangible Property

1. WCWG (word mark), USPTO Reg. or Serial No. 3,471,608, registered November 22, 2008.
2. Call sign WCWG, WCWG(TV), WCWG-TV
3. Website domains:
 - CW20.TV
 - TRIAD20.COM
 - TRIADCW.COM
 - TRIADCW20.COM
 - WCWG20.COM

TRADEMARK ASSIGNMENT


WHEREAS, on February 16, 2018 Greensboro TV, LLC, a limited liability company of Virginia ("Assignor"), has adopted and is the owner of United States Trademark Registration No. 3,471,608, and is the owner of the mark WCWG (the "Trademark"); and

WHEREAS, Hearst Properties Inc. a Delaware corporation with an address of 300 West 57th Street, New York, NY 10019 ("Assignee"), has acquired all of Assignor's common law and statutory right, title and interest in and to the Trademark, in the United States of America and its territories and possessions;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, absolutely and forever, all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the businesses symbolized by the Trademark being assigned, in the United States, its territories and possessions, and all causes of action for any and all past infringements of the rights being assigned and the right to collect and retain the proceeds therefrom.

Dated: This ___ day of _____ 2018

By Assignor:
Greensboro TV, LLC

By: 
Name: David A. Hanna
Title: President

By Assignee:
Hearst Properties Inc.

By: _____
Name:
Title: