

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473617

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL                           |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| LIN Television Corporation  |  | 01/17/2017            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Terre Haute TV, LLC, a subsidiary of USA Television MidAmerica Holdings, LLC |                       |                       |
| <b>Street Address:</b>  | 3282 Northside Parkway, Suite 275  |                       |                       |
| <b>City:</b>  | Atlanta  |                       |                       |
| <b>State/Country:</b>   | GEORGIA  |                       |                       |
| <b>Postal Code:</b>   | 30327  |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE  |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 2013974  | WTHI                  |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 4048538806   |                       |                       |
| <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> |  |                       |                       |
| <b>Phone:</b>   | 404.853.8000   |                       |                       |
| <b>Email:</b>   | juliemurphy@eversheds-sutherland.com   |                       |                       |
| <b>Correspondent Name:</b>  | Eversheds Sutherland (US) LLP  |                       |                       |
| <b>Address Line 1:</b>  | 999 Peachtree Street NE  |                       |                       |
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30309-3996  |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 33757-0009   |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Sidney Simms, Jr.  |                       |                       |
| <b>SIGNATURE:</b>   | /Sidney Simms, Jr./  |                       |                       |
| <b>DATE SIGNED:</b>   | 05/11/2018   |                       |                       |
| <b>Total Attachments: 6</b>   |  |                       |                       |
| source=LIN TV Assignment#page1.tif  |  |                       |                       |
| source=LIN TV Assignment#page2.tif  |  |                       |                       |
| source=LIN TV Assignment#page3.tif  |  |                       |                       |
| source=LIN TV Assignment#page4.tif  |  |                       |                       |

CH \$40.00 2013974

source=LIN TV Assignment#page5.tif  
source=LIN TV Assignment#page6.tif

## **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement"), dated as of January 17, 2017, is made by and among USA Television MidAmerica Holdings, LLC, a Delaware limited liability company ("Buyer"), Nexstar Broadcasting, Inc., a Delaware corporation ("Nexstar"), LIN Television Corp., a Delaware corporation ("LIN"), and Primeland LLC, a Delaware limited liability company ("Primeland," and together with Nexstar and LIN, collectively, "Sellers," and each, individually, a "Seller"). This Agreement is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of June 10, 2016 (the "Purchase Agreement"), by and among Nexstar, Buyer and MSouth Equity Partners III, L.P., a Delaware limited partnership.

### **RECITALS**

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Sellers hereby covenant and agree as follows:

### **BILL OF SALE**

Pursuant to and in accordance with Article II of the Purchase Agreement, each Seller does hereby sell, convey, assign, transfer and deliver to Buyer all of Seller's right, title and interest in, to and under any and all of the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances) on the terms and conditions of the Purchase Agreement, and Buyer does hereby accept all right, title and interest in, to and under any and all of the Purchased Assets. For the avoidance of doubt, subject to Section 5.6 of the Purchase Agreement, the Purchased Assets include, but are not limited to, each of the contracts and agreements set forth on Disclosure Schedules 3.9(b), 3.14 and 5.6, each of which are hereby incorporated by reference.

### **ASSIGNMENT AND ASSUMPTION**

Pursuant to Article II of the Purchase Agreement, Buyer does hereby assume and shall hereafter be obligated for, and agrees to pay, perform and discharge in accordance with their terms, any and all of the Assumed Liabilities, on the terms and conditions of the Purchase Agreement.

### **MISCELLANEOUS**

Amendment and Application. No provision of this Agreement may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all of the parties to this Agreement.

Purchase Agreement Controls. All terms and conditions of, and all representations, warranties, covenants and agreements relating to, the transactions contemplated by the Purchase Agreement are set forth in the Purchase Agreement. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties contained in the Purchase Agreement.

Representations or Warranties. Each party represents and warrants to the other party that (a) this Agreement is a legal, valid and binding obligation of such party, and (b) it has full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms.

Miscellaneous. The terms and provisions of Article XI of the Purchase Agreement are hereby incorporated herein by reference and apply, *mutatis mutandis*, to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption Agreement to be duly executed as of the day and year first written above.

NEXSTAR BROADCASTING, INC.

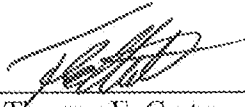
By: 

Name: Thomas E. Carter

Title: Chief Financial Officer

LIN TELEVISION CORPORATION

By: \_\_\_\_\_



Name: Thomas E. Carter

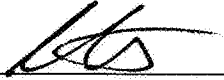
Title: Chief Financial Officer

PRIMELAND LLC

By:   
Name: Thomas E. Carter  
Title: Chief Financial Officer

---

**USA TELEVISION MIDAMERICA HOLDINGS, LLC**

By:   
Name: Robert S. Prather, Jr.  
Title: Chief Executive Officer

*Signature Page to USA Television Bill of Sale, Assignment and Assumption Agreement*