TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM496614

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Scripps Media, Inc.		11/01/2018	Corporation: DELAWARE	

RECEIVING PARTY DATA

Name:	SummitMedia, LLC
Street Address:	2700 Corporate Drive
Internal Address:	Suite 115
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35242
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2080504	KEZO
Registration Number:	3997447	WNOX
Registration Number:	2064353	Z-92
Registration Number:	4998211	WHAT THE FOTSCH?!

CORRESPONDENCE DATA

Fax Number: 9016807201

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: 9016807351

Email: barbara.arnold@butlersnow.com Barbara Arnold, Butler Snow LLP **Correspondent Name:**

Address Line 1: 6075 Poplar Avenue

Address Line 2: Suite 500

Address Line 4: Memphis, TENNESSEE 38119

NAME OF SUBMITTER:	Barbara Arnold
SIGNATURE:	/barbara arnold/
DATE SIGNED:	11/02/2018

Total Attachments: 11



ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY

This ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY (this "Assignment"), dated as of November 1, 2018, is made and delivered by and between (i) Scripps Media, Inc., a Delaware corporation ("Assignor"), and (ii) SummitMedia, LLC, a Delaware limited liability company ("Assignee"). Each of Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, this Assignment is made pursuant to the Asset Purchase Agreement, dated August 14, 2018, as amended from time to time (the "<u>Purchase Agreement</u>"), by and among Assignor, Assignee, in its capacity as the Buyer Guarantor, and certain other parties named therein, with respect to the purchase and sale of the Stations;

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, Assignor wishes to confirm Assignee's ownership of the Purchased Intellectual Property and to assign to Assignee all right, title and interest that Assignor may have in and to the Purchased Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- Effective as of the date hereof, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in each case free and clear of all Encumbrances other than Permitted Encumbrances, in and to the Purchased Intellectual Property, the same to be used and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Purchased Intellectual Property are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment. The Purchased Intellectual Property includes, without limitation, the following: (a) the patents and patent applications, if any, set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof; (b) the trademark registrations, trademark applications and internet domain name registrations set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof; and (c) the copyright registrations, applications for registration set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof.
- 2. As of the date hereof, Assignee has succeeded to all right, title and standing of Assignor to (a) receive all rights and benefits pertaining to the rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that Assignee, in its sole discretion, may elect in relation to the rights described above.
- 3. This Assignment is pursuant to the Purchase Agreement. This Assignment may not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

- 4. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.
- 5. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Purchased Intellectual Property.
- 6. After the Closing, each Party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption, and take such other actions as may reasonably be requested to more effectively consummate the transactions contemplated hereby.
- 7. Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Assignment or such provision.
- 8. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of Delaware. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by e-mail shall be effective as delivery of a manually executed counterpart of this Assignment.

[End of document.]

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

ASSIGNOR:

SCRIPPS MEDIA, INC.

By: William Appleton, Executive Vice President and General Counsel

ASSIGNEE:

SUMMITMEDIA, LLC

Carl Parmer, Manager

[SIGNATURE PAGE TO ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY]

ASSIGNOR:
SCRIPPS MEDIA, INC.

By: William Appleton, Executive Vice President and General Counsel

ASSIGNEE:
SUMMITMEDIA, LLC

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of the date first

By: ______Carl Parmer, Manager

SCHEDULE I

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND INTERNET DOMAIN NAME REGISTRATIONS

TRADEMARKS

OWNER Journal Broadcast Group - Springfield Operation Mi	MARK GO PATROL	Country/State Missouri	STATUS Registered	TYPE Trademark
Journal Broadcast Group - Springfield Operation Mi	KTTS GARAGE SALE & DESIGN	Missouri	Registered	Trademark
Journal Broadcast Group - Springfield Operation Mi	KTTS NEWS	Missouri	Registered	Trademark
Journal Broadcast Group - Springfield Operation Mi	SPRINGFIELD'S MORNING NEWS	Missouri	Registered	Trademark
Journal Broadcast Group - Springfield Operation Mi	TRAFFIC AND WEATHER TOGETHER	Missouri	Registered	Trademark
Journal Broadcast Group - Springfield Operation Mi	WORKDAY BONUS PAY	Missouri	Registered	Trademark
Scripps Media, Inc.	PICK YOUR RIDE	Iowa	Registered	Trademark
Scripps Media, Inc.	PICK YOUR RIDE	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	106.7 THE RIVER & DESIGN	Missouri	Registered	Trademark
Journal Broadcast Group, Inc.	5 O'CLOCK TRAFFIC JAM	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	80S 90S NOW	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	80'S AT 8	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	80'S TIL NOW	Iowa	Registered	Trademark
Journal Broadcast Group, Inc.	80'S TIL NOW	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	90'S TIL NOW	Iowa	Registered	Trademark

OWNER Journal Broadcast Group, Inc.	MARK 90'S TIL NOW	Country/State Nebraska	STATUS Registered	TYPE Trademark
Journal Broadcast Group, Inc.	BACK TO THE 80'S WEEKEND	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	BOO CRUISE	Tennessee	Registered	Trademark
Journal Broadcast Group, Inc.	CANS FOR CHRISTMAS	Nebraska	Registered	Trademark
Scripps Media, Inc.	CD 105.9	Iowa	Registered	Trademark
Scripps Media, Inc.	CD 105.9	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	CHANNEL SURFER	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	CLASSIC CAFE	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	CLASSIC ROCK	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	DIAPER DRIVE	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	FREAKER'S BALL	Iowa	Registered	Trademark
Journal Broadcast Group, Inc.	FREAKER'S BALL	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	KTTS FIRST ALERT FORECAST	Missouri	Registered	Trademark
Journal Broadcast Group, Inc.	KTTS STORM CHASER- LIVE FIRST ALERT	Missouri	Registered	Trademark
Journal Broadcast Group, Inc.	MY THREE SONGS	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	OMAHA'S #1 HIT MUSIC STATION	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	OMAHA'S HIT MUSIC	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	OMAHA'S ROCK STATION	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	OVARY OPEN	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	PHRASE THAT PAYS	Tennessee	Registered	Trademark
Journal Broadcast Group, Inc.	Q COUNTRY	Tennessee	Registered	Trademark
Journal Broadcast Group, Inc.	Q COUNTRY CLUB	Tennessee	Registered	Trademark

OWNER Journal Broadcast Group, Inc.	MARK Q CREW	Country/State Tennessee	STATUS Registered	TYPE Trademark
Journal Broadcast Group, Inc.	RADIO LOBO	Kansas	Registered	Trademark
Journal Broadcast Group, Inc.	SAILGATING	Tennessee	Registered	Trademark
Journal Broadcast Group, Inc.	STAR PARTY	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	TEACHER OF THE WEEK	Iowa	Registered	Trademark
Journal Broadcast Group, Inc.	TEACHER OF THE WEEK	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	THE BEST MIX	Iowa	Registered	Trademark
Journal Broadcast Group, Inc.	THE BEST MIX	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	THE DRIVE	Nebraska	Registered	Trademark
Scripps Media, Inc.	TODD-N-TYLER	Iowa	Registered	Trademark
Scripps Media, Inc.	TODD-N-TYLER	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	ULTIMATE 80'S REQUEST PARTY	Nebraska	Registered	Trademark
Scripps Media, Inc.	Z-92	Iowa	Registered	Trademark
Scripps Media, Inc.	Z-92	Nebraska	Registered	Trademark
Rex Hansen-VP/General Manager, Journal Broadcast G	MY COUNTRY - 94.7FM KTTS	Missouri	Registered	Trademark
Scripps Media, Inc. Scripps Media, Inc.	THE CHRISTMAS STATION WHAT THE FOTSCH?!	Nebraska United States of America	Registered Registered	Trademark Trademark
Scripps Media, Inc.	WNOX	United States of America	Registered	Trademark
Scripps Media, Inc.	Z-92	United States of America	Registered	Trademark
Journal Broadcast Group, Inc.	CHRISTMAS IN A BOX	Kansas	Registered	Trademark
Journal Broadcast Group, Inc.	THE RIVER	Missouri	Registered	Trademark
Journal Broadcast Group, Inc.	WHAT WILL WE PLAY NEXT? (Design)	Missouri	Registered	Trademark

OWNER	MARK	Country/State	STATUS	TYPE
Journal Broadcast Group, Inc.	BIRTHDAY BASH	Nebraska	Registered	Trademark
Journal Broadcast Group, Inc.	EXIT OMAHA	Nebraska	Registered	Trademark
Scripps Media, Inc.	KEZO	United States of America	Registered	Trademark

Domain Names

Knoxville
931wnox.com
classichitswnox.com
knoxbride.com
knoxcountry.com
knoxnow.com
knoxvilledigest.com
knoxvilleedge.com
knoxvilleinteractive.com
knoxvilleparents.com
classicfreeride.com
classichits931.com
dashforthedress.com
newstalkwnox.com
q1003country.com
q100country.com
q103country.com
q931fm.com
q93country.com
qrocksknox.com
star1021fm.com
talkradiownox.com
theqrocksknox.com
wcyqfm.com
wnoxfm.com
wnoxfm100.com
wnoxnewstalk1003.com
Omaha
104star.com
cd1059.com
channel941.com
tandtradioempire.com
toddandtylerradioempire.com
toddandtylershow.com
toddntylerradiorempire.com

toddntylershow.com
z92.com
bigsports590.com
tntradioempire.com
Springfield
advertisingspringfieldradio.com
rightspringfield.com
springfieldinteractive.com
springfieldlegalhelp.com
springfieldlegalline.com
1067theriver.com
ksgf.com
ktts.com
kttsnews.com
newstalk1041.com
ozarkdailydeals.com
ozarksdailydeals.com
ozarksfoodconnection.com
power965.com
power965jams.com
1 J
Wichita
hauntedwichita.com
kansasrightnow.com
kansastechline.com
livehealthywichita.com
wichitaadvantage.com
wichitabrideguide.com
wichitabuylocal.com
wichitafyi.com
wichitainteractive.com
wichitaisgreat.com
wichitaparenting.com
wichitarightnow.com
wichitaschoolclosings.com
1045thefox.com
aksarbenbargain.com
aksarbenbargains.com
classiccountry1070.com
classiccountry923.com
espndeportes1070.com
kfdi.com
radiolobo1065.com
t95.com
trueoldies1070.com

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

RECORDED: 11/02/2018