

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507014

<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>
ALPHA MEDIA LLC		01/23/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HUBBARD RADIO WEST PALM BEACH, LLC		
<b>Street Address:</b>	3415 UNIVERSITY AVENUE		
<b>City:</b>	ST. PAUL		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55114		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2377579	WEAT-FM	
<b>Registration Number:</b>	2426468	WIRK	
<b>Registration Number:</b>	2515184	WMBX	
<b>Registration Number:</b>	5559085	OUR KIDS WORLD FAMILY FUN FEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8164121263		
<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>	8168428600		
<b>Email:</b>	cynthia.maust@stinson.com		
<b>Correspondent Name:</b>	STINSON LEONARD STREET LLP		
<b>Address Line 1:</b>	50 SOUTH 6TH STREET, STE 2600		
<b>Address Line 2:</b>	CYNTHIA MAUST, PARALEGAL		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	2008081-0004		
<b>NAME OF SUBMITTER:</b>	Cynthia Maust		
<b>SIGNATURE:</b>	/Cynthia Maust/		
<b>DATE SIGNED:</b>	01/23/2019		
<b>Total Attachments: 5</b>			

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source=Assignment of Intangible Property Agreement#page5.tif

## ASSIGNMENT OF INTANGIBLE PROPERTY

January 23, 2019

THIS ASSIGNMENT OF INTANGIBLE PROPERTY AGREEMENT (this “IP Assignment Agreement”) is entered into by Alpha Media LLC, a Delaware limited liability company (“Assignor”), and Hubbard Radio West Palm Beach, LLC, a Delaware limited liability company (“Assignee”), pursuant to that certain Asset Purchase Agreement dated November 9, 2018, by and among Assignor, Alpha Media Licensee LLC, Assignee, WPB FCC License Sub, LLC, and, for limited purposes, Hubbard Radio, LLC (the “Asset Purchase Agreement”) with respect to the following stations (the “Stations”):

WRMF(FM), Palm Beach, Florida (FCC Facility ID #20436)  
WEAT(FM), West Palm Beach, Florida (FCC Facility ID #1918)  
WIRK(FM), Indiantown, Florida (FCC Facility ID #1246)  
WMBX(FM), Jensen Beach, Florida (FCC Facility ID #25756)  
W242CI, Jupiter, Florida (FCC Facility ID #138531)  
WFTL(AM), West Palm Beach, Florida (FCC Facility ID #29490)  
W225DD, West Palm Beach, Florida (FCC Facility ID #202760)  
WMEN(AM), Royal Palm Beach, Florida (FCC Facility ID #61080)

Assignor hereby assigns, transfers and conveys to Assignee and its successors and assigns, all of Assignor’s right, title and interest in and to Intangible Property, to the extent used or held for use primarily in the operation of the Stations, including without limitation such Intangible Property set forth in Exhibit 1 hereto.

“Intangible Property” as used herein and in the Asset Purchase Agreement means rights in and to any or all of the following and all rights in, arising out of, or associated therewith (including all applications or rights to apply for any of the following, and all registrations, renewals, extensions, future equivalents, and restorations thereof, now or hereafter in force and effect): (1) all trade secrets and other rights in know-how and confidential or proprietary information, including without limitation, vendor and supplier lists, advertiser lists, sales lists, sponsor lists, business plans and strategies, marketing materials and plans; (2) all inventions (whether patentable or not and whether or not reduced to practice), invention disclosures, industrial designs, industrial models, utility models, certificates of invention, patents as well as any and all related divisions, reissues, reexaminations, results of any post grant review or inter-partes review, re-registrations, renewals, extensions, provisionals, continuations and continuations in part, now or in the future; (3) mask works, copyrights, data, databases, formats, programming materials and concepts, on air copy, on air talent concepts and jingles, and all other rights corresponding thereto (including moral rights), throughout the world; (4) all rights in telephone numbers and World Wide Web addresses and domain names (including, without limitation, e-mail addresses) and applications and registrations therefor, and access and use rights with respect to any social media accounts, and contract rights therein; (5) all trade names, call letters, logos, slogans, symbols, trademarks and service marks, trade dress and all goodwill, if any, associated therewith; (6) rights of publicity and personality; and (7) any similar, corresponding, or equivalent rights to any of the foregoing in items (1) through (6) above.

All of Assignor's Retained Obligations shall be and remain the sole obligation and liability of Assignor. This IP Assignment Agreement is subject to the terms and conditions of the Asset Purchase Agreement and is made pursuant to (and does not modify) the Asset Purchase Agreement, which contains certain representations, warranties and covenants regarding the Station Intangible Property. Capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement unless differently defined herein. This IP Assignment Agreement may be executed in counterparts (including by means of facsimile or email transmission), each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

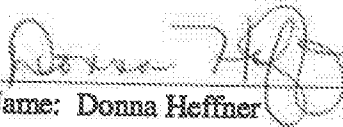
[signatures on next page]

SIGNATURE PAGE TO ASSIGNMENT OF INTANGIBLE PROPERTY

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intangible Property to be executed and delivered effective as of the date first set forth above.

ASSIGNOR:

ALPHA MEDIA LLC

By:   
Name: Donna Heffner  
Title: Chief Strategy Officer

ASSIGNEE:

HUBBARD RADIO WEST PALM BEACH, LLC

By: \_\_\_\_\_  
Name: David C. Bestler  
Title: Executive Vice President and Chief Financial Officer

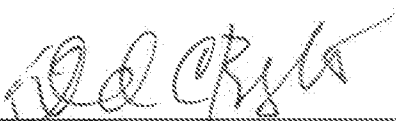
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IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intangible Property to be executed and delivered effective as of the date first set forth above.

ASSIGNOR: ALPHA MEDIA LLC

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE: HUBBARD RADIO WEST PALM BEACH, LLC

By:  \_\_\_\_\_  
Name: David C. Bestler  
Title: Executive Vice President and Chief Financial Officer

**Exhibit 1**  
**Intangible Property**

Trademark registrations and applications:

<b>MARK</b>	<b>APPLICATION NO.</b>	<b>APPLICATION DATE</b>	<b>REGISTRATION. NO.</b>	<b>REGISTRATION DATE</b>
WEAT-FM	75/803,528	September 20, 1999	2377579	August 15, 2000
WIRK	75/791,873	September 3, 1999	2426468	February 6, 2001
WMBX	76/224,119	March 13, 2001	2515184	December 4, 2001
Our Kids World Family Fun Fest	87/589,674	August 30, 2017	5559085	September 11, 2018

