

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KVOA Communications, LLC	FORMERLY KVOA Communications, Inc.	05/01/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	KVOA Television, Inc.		
Street Address:	206 W. Elm Street		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85705		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1524857	KVOA-TV	
CORRESPONDENCE DATA			
Fax Number:	9104442000		
<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:	910-444-2000		
Email:	tvarnum@brookspierce.com		
Correspondent Name:	Thomas G. Varnum		
Address Line 1:	115 N 3rd Street, Suite 301		
Address Line 4:	Wilmington, NORTH CAROLINA 28401		
NAME OF SUBMITTER:	Thomas G. Varnum		
SIGNATURE:	/Thomas G. Varnum/		
DATE SIGNED:	05/06/2019		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Assignment**”), effective as of May 1, 2019 (the “**Effective Date**”), is made and delivered by KVOA Communications, LLC, formerly KVOA Communications, Inc. (“**Assignor**”), to KVOA Television, Inc. (“**Assignee**”). Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Agreement.

WHEREAS, KVOA Communication, LLC is the successor entity to KVOA Communications, Inc. by process of conversion pursuant to applicable law;

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of October 27, 2018, by and among Cordillera Communications, LLC and Assignor, on the one hand, and Quincy Media, Inc. (“**Quincy**”), parent company of Assignee, on the other, related to the sale and acquisition of certain of the assets of television broadcast stations listed on Exhibit A of the Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to transfer, convey, and assign certain Intellectual Property to Assignee, as permitted assignee of Quincy, including those registered Trademarks set forth on Attachment 1 (the “**Registered Marks**”) attached hereto and incorporated herein;

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth herein:

1. Assignment of Registered Marks. Effective as of the Effective Date, Assignor does hereby assign, convey and deliver to Assignee free and clear of all Liens, other than Permitted Liens, all of Assignor’s right, title and interest in and to the Registered Marks, along with all goodwill of the Business associated therewith, to have and to hold the same unto Assignee, its successors and assigns forever.
2. Conflicts. This Assignment is being executed and delivered pursuant to, and subject to the terms and conditions of, the Purchase Agreement and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties, covenants and agreements set forth in the Purchase Agreement or in that certain Bill of Sale and that certain Assignment and Assumption Agreement entered into by and between Assignor and Assignee pursuant to the Purchase Agreement and effective as of the Effective Date (respectively, the “**Bill of Sale**” and the “**Assignment and Assumption**”). Notwithstanding anything to the contrary herein, in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall govern and control; and in the event of any conflict between this Assignment and the Bill of Sale or the Assignment and Assumption, this Assignment shall govern and control.
3. Further Assurances. Each party hereto shall use commercially reasonable efforts to take, or cause to be taken, all such actions and to do, or cause to be done, all things necessary, proper or advisable to carry out the purposes of this Assignment, including executing and

delivering such certificates, instruments and documents as the other party may reasonably request.

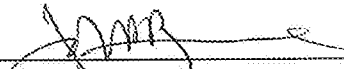
4. Binding Effect; Amendments. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No modification, amendment or waiver of any provision of, or consent or approval requested by, this Assignment, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the parties hereto.
5. Governing Law. This Assignment shall be governed by and construed under and in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof and any other principle that could result in the application of the laws of any other jurisdiction, as set forth in Section 13.8 of the Purchase Agreement.
6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. Delivery of executed signature pages to this Assignment by facsimile or other electronic transmission shall be effective as delivery of manually executed original signature pages to this Assignment.

[End of document.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

ASSIGNOR:

**KVOA COMMUNICATIONS, LLC (formerly
KVOA Communications, Inc.)**

By: 
Name: John Barnwell
Title: Vice President

ATTACHMENT 1

MARK	JURISDICTION	REGISTRATION NUMBER	REGISTRATION DATE
KVOA-TV	United States of America	1524857	February 14, 1989