# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM542014

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nexstar Broadcasting, Inc.		09/19/2019	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Circle City Broadcasting I, Inc.	
Street Address:	1950 N. Meridian Street	
City:	Indianapolis	
State/Country:	INDIANA	
Postal Code:	46202	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4096645	INDYSTYLE	
Registration Number:	2894232	WISH TV	

### CORRESPONDENCE DATA

Fax Number: 8602758299

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: 860-275-8285 Email: jscheib@rc.com **Correspondent Name:** Jacqueline P. Scheib Address Line 1: 280 Trumbull Street Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	AME OF SUBMITTER: Jacqueline P. Scheib	
SIGNATURE:	/Jacqueline P. Scheib/	
DATE SIGNED:	09/23/2019	

#### **Total Attachments: 5**

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#### TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "<u>Assignment</u>"), dated as of September 19, 2019 is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of April 7, 2019 (as amended, the "<u>Purchase Agreement</u>"), by and between Nexstar Broadcasting, Inc. ("<u>Assignor</u>") and Circle City Broadcasting I, Inc., a Delaware corporation ("<u>Assignee</u>").

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, Assignor and Assignee hereby covenant and agree as follows:

- 1. <u>Assignment</u>. Assignor hereby assigns and transfers unto Assignee all of Assignor's right, title and interest in and to the trademark registrations, trademark applications and common law trademarks set forth on <u>Schedule A</u> hereto (the "<u>Trademarks</u>"), including, without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the use of the Trademarks, the right to any priorities based on the filing of the aforesaid applications, the right to sue for past and future infringement, and the right to the goodwill of the business symbolized thereby.
- 2. <u>Recordation</u>. Assignor hereby authorizes Assignee to take any and all actions necessary to record and register this Assignment against each of the Trademarks with the United States Patent and Trademark Office and all other applicable corresponding entities, agencies or authorities in any applicable jurisdictions worldwide.
- 3. <u>Amendment and Application</u>. No provision of this Assignment may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all of the parties to this Assignment.
- 4. <u>Purchase Agreement Controls.</u> 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 Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties contained in the Purchase Agreement.
- 5. <u>Representations and Warranties</u>. Notwithstanding the provisions of Section 4, each party represents and warrants to the other party that (a) this Assignment 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 Assignment in accordance with its terms.

6. <u>Miscellaneous</u>. The terms and provisions of <u>Article X</u> of the Purchase Agreement are hereby incorporated herein by reference and apply, *mutatis mutandis*, to this Assignment.

[SIGNATURE PAGES FOLLOW]

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

### **ASSIGNOR:**

NEXSTAR BROADCASTING, INC.

Name: Thomas E. Carter

Title: Executive Vice President & Chief Financial Officer

[Signature Page to Trademark Assignment]

# **ASSIGNEE:**

CIRCLE CITY BROADCASTING I, INC.

By: Name:

DuJuan McCoy

Title:

President

[Signature Page to Trademark Assignment]

# Schedule A

# Trademarks

U.S. FEDERAL/STATE	MARK	APP/REG. NO.
U.S. FEDERAL	INDYSTYLE	4096645
U.S. FEDERAL	WISH TV	2894232
INDIANA	24-HOUR NEWS	2015-0007
INDIANA	24-HOUR NEWS 8 AND DESIGN	2015-0005
INDIANA	CONNECTING WITH COMMUNITY	2014-0505
INDIANA	COUNTDOWN TO KICKOFF	2015-0006
INDIANA	GR8 HEALTH	2015-0002
INDIANA	I LOVE TO READ	2015-0004
INDIANA	I-TEAM	2002-0309
INDIANA	REPORT IT!	2015-0008
INDIANA	SPORTS LOCKER	5010-3047
INDIANA	WISH TREE	2015-0003

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**RECORDED: 09/23/2019**