

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRAY MEDIA GROUP, INC.	FORMERLY Gray Television Group, Inc.	10/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CHARLOTTESVILLE TV LLC		
Doing Business As:	Television Stations: WCAV, WVAW and WAHU		
Street Address:	220 Salters Creek Rd.		
City:	Hampton		
State/Country:	VIRGINIA		
Postal Code:	23669		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3279167	WCAV	
Registration Number:	3279169	WVAW	
Registration Number:	3279174	WAHU	
CORRESPONDENCE DATA			
Fax Number:	3362329134		
<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:	919-573-6234		
Email:	cramsey@brookspierce.com		
Correspondent Name:	Coe W. Ramsey		
Address Line 1:	150 Fayetteville St.		
Address Line 2:	1700 Wells Fargo Capitol Center		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Coe W. Ramsey		
SIGNATURE:	/Coe W. Ramsey/		
DATE SIGNED:	10/04/2019		
Total Attachments: 4			
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ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS (this "Assignment") is made as of October 1, 2019, by and between Gray Media Group, Inc., a Delaware corporation ("Assignor") and Charlottesville TV LLC, a Virginia limited liability company ("Assignee").

This Assignment is made pursuant to that certain Asset Purchase Agreement dated as of February 28, 2019, as amended by that certain Amended and Restated Closing Agreement dated as of September 17, 2019 (the "Agreement"), by and among Assignor (successor to Gray Television Group, Inc.), an affiliate of Assignor, Assignee and for certain purposes an affiliate of Assignee, with respect to the following television stations (the "Stations"):

WCAV(DT), Charlottesville, Virginia (FCC Facility ID #363)
WVAW-LD, Charlottesville, Virginia (FCC Facility ID #4687)

Assignor is a corporation organized under the laws of the State of Delaware, having its principal office at 4370 Peachtree Rd NE, Atlanta, GA 30319, and is the owner of the right, title, and interest in, to, and under the Registered Marks (defined below) used or held for use in the business and operations of the Stations.

In accordance with the Agreement, Assignor has agreed to assign and deliver to Assignee all right, title and interest in and to certain trademarks and service marks, including the following registered trademarks or service marks (the "Registered Marks"):

WCAV, Registration Number 3279167, Serial Number 77037669
WVAW, Registration Number 3279169, Serial Number 77038321
WAHU, Registration Number 3279174, Serial Number 77039330

Assignee is a limited liability company organized under the laws of the Commonwealth of Virginia, having its principal office at 220 Salters Creek Road, Hampton, Virginia 23669, and desires to acquire the Marks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Agreement:

1. Assignment of Rights by Assignor. Assignor hereby transfers, assigns, sets over, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, benefit, title and interest in, to, and under the Registered Marks (including the registrations thereof and applications therefor (wherever filed)), together with the goodwill, if any, associated with the use of the Registered Marks, free and clear of Encumbrances (other than Permitted Encumbrances).
2. No modification of the Agreement. This Assignment is made pursuant to (and does

not modify) the Agreement, which contains certain representations, warranties and covenants regarding the Registered Marks. Except as set forth in Section 2 above, in the event of any conflict or ambiguity between the provisions of this Assignment and the Agreement, the provisions in the Agreement shall control. Capitalized terms used herein and not defined shall have the respective meanings set forth in the Agreement.

3. Enforceability. This Assignment is being executed by Assignor and Assignee and shall be binding upon them and their respective successors and permitted assigns, for the uses and purposes set forth above, and shall be effective as of the date hereof.
4. Choice of Law. This Assignment shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to its conflicts or choice of law provisions.
5. Electronic Signatures. Delivery of an executed signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original signature page of this Assignment.
6. Counterparts. This Assignment may be signed in any number of counterparts with the same force and effect as if all signatures appeared on one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSIGNMENT OF MARKS

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

GRAY MEDIA GROUP, INC.

By: EB Yelverton

Name: Ellenann B. Yelverton

Title: VP, Deputy General Counsel

ASSIGNEE:

CHARLOTTESVILLE TV LLC

By: _____

Name: David A. Hanna

Title: President

SIGNATURE PAGE TO ASSIGNMENT OF MARKS

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

GRAY MEDIA GROUP, INC.

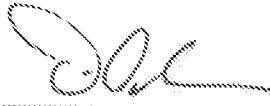
By: _____

Name: Ellenann B. Yelverton

Title: Vice President

ASSIGNEE:

CHARLOTTESVILLE TV LLC

By:  _____

Name: David A. Hanna

Title: President