

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WTVA, INC.		02/11/2015	Corporation: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Mississippi TV, LLC		
Street Address:	3050 Peachtree Road NW		
Internal Address:	Suite 550		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2332665	WTVA	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<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:	404-853-8926		
Email:	JeremySpier@eversheds-sutherland.us		
Correspondent Name:	Jeremy D. Spier		
Address Line 1:	999 PEACHTREE STREET, NE		
Address Line 2:	SUITE 2300		
Address Line 4:	ATLANTA, GEORGIA 30309-3996		
NAME OF SUBMITTER:	Jeremy David Spier		
SIGNATURE:	/Jeremy David Spier/		
DATE SIGNED:	01/14/2020		
Total Attachments: 5			
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CH \$40.00 2332665

ASSIGNMENT AND ASSUMPTION OF STATION INTELLECTUAL PROPERTY

This ASSIGNMENT OF STATION INTELLECTUAL PROPERTY (this "Assignment"), dated as of February 11, 2015, is entered into by and between WTVA, INC., a Mississippi corporation ("Assignor"), and Mississippi TV, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, this Assignment is made pursuant to that certain Purchase Agreement dated as of September 16, 2014 by and between Assignor and Assignee (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in, to and under the Station Intellectual Property free of all Liens other than Assignor Permitted Liens, and Assignee has agreed to accept such assignment.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Defined Terms. Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Station Intellectual Property, as identified on Schedule A attached hereto, whether statutory or at common law, including all registrations and applications therefor, the right to sue and recover for all past, present and future infringements and other violations of the Station Intellectual Property, and the goodwill associated with such Station Intellectual Property in the operation of Assignor's business, the same to be held and enjoyed by Assignee to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made, free of all Liens other than Assignor Permitted Liens. Assignee hereby accepts the assignment.

3. Assumption. Assignee hereby accepts the Assignment and agrees to assume, pay and perform, effective as of the Closing Date the Assumed Liabilities relating to the Station Intellectual Property.

4. The Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, expand, enlarge or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

5. Further Assurances. Each of Assignee and Assignor agrees to use its commercially reasonable efforts to take or cause to be taken such further action, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of the Purchase Agreement.

6. Governing Law; Jurisdiction. This Assignment shall be governed by, and construed in accordance with, the law of the State of Delaware without regard to its principles of conflict of law to the extent they would result in the application of the laws of another jurisdiction. The courts of the State of Delaware in New Castle County and the United States District Court for the District of Delaware shall have jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Assignment and, by execution and delivery of this Assignment, each of the parties to this Assignment submits to the jurisdiction of those courts, including, but not limited to, the in personam and subject matter jurisdiction of those courts, waives any objection to such jurisdiction on the grounds of venue or forum non conveniens, the absence of in personam or subject matter jurisdiction and any similar grounds, consents to service of process by mail or any other manner permitted by law, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Assignment. These consents to jurisdiction shall not be deemed to confer rights on any Person other than the parties to this Assignment.

7. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. None of the parties may assign their rights under this Assignment without the other parties' prior written consent.

8. Counterparts. 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 facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Assignor

WTVA, INC.

By: _____

Name: Jane D. Spain

Title: President

ACKNOWLEDGED AND ACCEPTED
as of the date first written above.

Assignee

MISSISSIPPI TV, LLC

By: _____

Name: _____

Title: _____

[Signature Page to Assignment of Station Intellectual Property]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Assignor

WTVA, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND ACCEPTED
as of the date first written above.

Assignee

MISSISSIPPI TV, LLC

By: _____

Name: Robert S. Prather

Title: Chief Executive Officer

[Signature Page to Assignment of Station Intellectual Property]

TRADEMARK
REEL: 006837 FRAME: 0366

SCHEDULE A

STATION INTELLECTUAL PROPERTY

1. WTVA Callsign (which will be assigned to Buyer upon Closing)
2. WTVA Website at www.wtva.com
 - a. Domain Name: WTVA.COM
 - b. Registrar: Network Solutions, LLC
 - c. Registration Date: October 3, 1997; updated March 3, 2010
3. Trademark/Service Mark

Mark	Registration #	Registration Date	Applicant/Owner
WTVA	2,332,665	March 21, 2000	WTVA, Inc.