

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561563

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900525518		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raycom Media, Inc.		01/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Scripps Media, Inc.		
Street Address:	312 Walnut Street, Suite 2800		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5114429	KXXV	
CORRESPONDENCE DATA			
Fax Number:	5136516981		
<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:	5136516800		
Email:	Trademarks@fbtlaw.com		
Correspondent Name:	Monica L. Dias		
Address Line 1:	301 East Fourth Street		
Address Line 2:	3300 Great American Tower		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	0721754		
NAME OF SUBMITTER:	Monica L. Dias		
SIGNATURE:	/Monica L. Dias/		
DATE SIGNED:	02/11/2020		
Total Attachments: 15			
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**BILL OF SALE
AND ASSIGNMENT AND ASSUMPTION**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION (this “Bill of Sale”), effective as of January 2, 2019 is made and delivered by Gray Television, Inc., a Georgia corporation (“Gray”), and each subsidiary of Gray set forth on the signature page hereto (collectively, with Gray, “Seller”) and Scripps Media, Inc., a Delaware corporation (“Buyer”), pursuant to that certain Asset Purchase Agreement, dated as of August 20, 2018 (the “Purchase Agreement”), by and among Seller, Buyer and certain other parties thereto. Capitalized terms used in this Bill of Sale and not otherwise defined herein will have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Seller desires to sell, assign, transfer, convey and deliver all of the Purchased Assets (with the exception of the Seller FCC Authorizations and Owned Real Property, which shall be conveyed through other conveyance documents) to Buyer pursuant to, and subject to the terms and conditions of, the Purchase Agreement.

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

1. Transfer of Purchased Assets. Effective as of the date hereof, Seller does hereby sell, assign, transfer, convey and deliver to Buyer free and clear of all Encumbrances, other than the Permitted Encumbrances, all of Seller’s right, title and interest in and to the Purchased Assets (with the exception of the Seller FCC Authorizations and Owned Real Property), to have and to hold the same unto Buyer, its successors and assigns forever.

2. Acceptance, Assignment and Assumption. Buyer hereby accepts the foregoing sale and assignment of the Purchased Assets. Subject to the terms and conditions of the Purchase Agreement, Seller hereby assigns to Buyer, and Buyer hereby assumes from Seller (and Buyer shall thereafter pay, perform, discharge or otherwise satisfy in accordance with their respective terms), the Assumed Liabilities. Except for the Assumed Liabilities, Buyer does not assume any other liabilities or obligations of Seller or relating to the Purchased Assets or the Business, of any kind or nature, whether accrued, absolute, contingent or otherwise, or whether due or to become due, or otherwise, whether known or unknown, arising out of events, transactions or facts which shall have occurred, arisen or existed on or before the Closing.

3. Conflicts. This Bill of Sale 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. Notwithstanding anything to the contrary herein, in the event of any conflict between this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall govern and control.

4. Governing Law. This Bill of Sale 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 or any other principle that could result in the application of the laws of any other jurisdiction.

5. Counterparts. This Bill of Sale may be executed in multiple counterparts, and by facsimile transmission or electronic mail in pdf form, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

[End of document.]

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

SELLER:

GRAY TELEVISION, INC.

By: *Kevin P. Latek*
Name: Kevin P. Latek
Title: Executive Vice President

RAYCOM MEDIA, INC.

By: *Kevin P. Latek*
Name: Kevin P. Latek
Title: Secretary

KXXV, LLC

By: *Kevin P. Latek*
Name: Kevin P. Latek
Title: Secretary

KXXV LICENSE SUBSIDIARY, LLC

By: *Kevin P. Latek*
Name: Kevin P. Latek
Title: Secretary

WTXL, LLC

By: *Kevin P. Latek*
Name: Kevin P. Latek
Title: Secretary

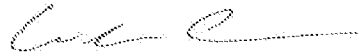
WTXL LICENSE SUBSIDIARY, LLC

By: *Kevin P. Latek*
Name: Kevin P. Latek
Title: Secretary

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

BUYER:

SCRIPPS MEDIA, INC.



Name: William Appleton

Title: Executive Vice President and General
Counsel

ASSET PURCHASE AGREEMENT

for

the SALE of TELEVISION STATIONS

LISTED ON APPENDIX I

by and among

GRAY TELEVISION, INC.,

SCRIPPS MEDIA, INC.

and

SCRIPPS BROADCASTING HOLDINGS, LLC

Dated as of August 20, 2018

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT**, dated as of August 20, 2018 (this "Agreement"), by and among Gray Television, Inc., a Georgia corporation (the "Seller"), on the one hand, and Scripps Media, Inc., a Delaware corporation (the "Scripps"), and Scripps Broadcasting Holdings, LLC, a Nevada limited liability company and wholly-owned subsidiary of Scripps ("SBH") and, together with Scripps, the "Buyer"), on the other hand. For the purposes of this Agreement all references to Seller shall mean the Seller and its Affiliates (which, for the avoidance of doubt, shall include Raycom following consummation of the Merger) and all references to Raycom shall mean Raycom and its Affiliates.

WITNESSETH:

WHEREAS, Seller, Raycom Media, Inc., a Delaware corporation ("Raycom") and East Future Group, Inc., a Delaware corporation and a wholly-owned subsidiary of Seller ("Merger Sub") are parties to the Merger Agreement pursuant to which Merger Sub ultimately will be merged with and into Raycom such that Seller will become the direct and indirect parent of Raycom and the existing subsidiaries of Raycom;

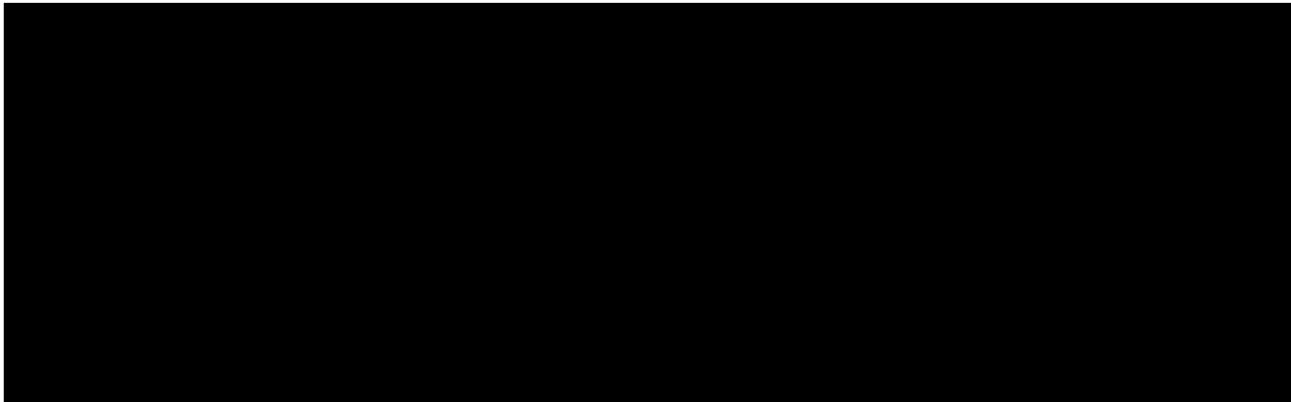
WHEREAS, on the date of this Agreement, Raycom, together with certain of its direct and indirect subsidiaries, owns and operates the television broadcast stations identified in Appendix I hereto (each, a "Station" and collectively, the "Stations"), pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC");

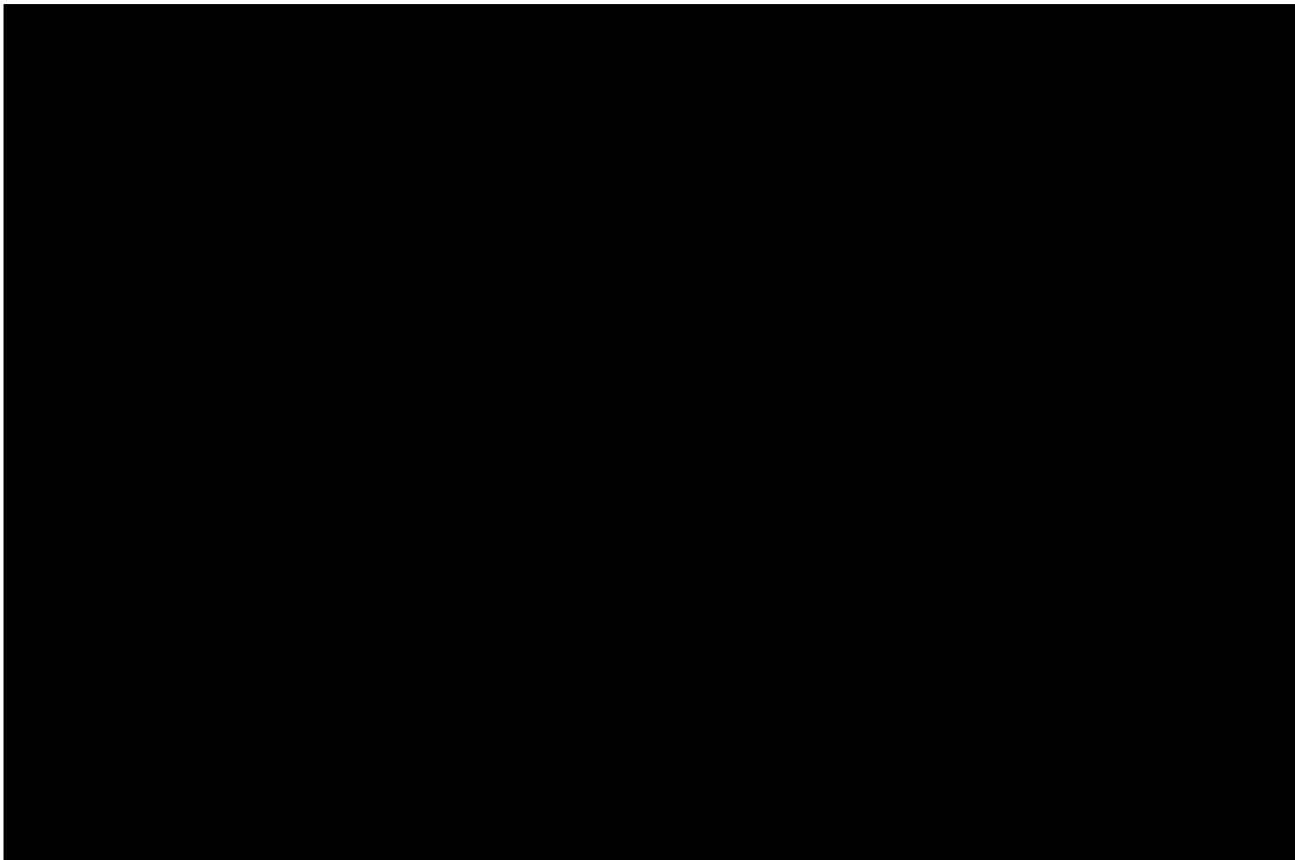
WHEREAS, following the closing of the Merger, the Buyer desires to purchase the Purchased Assets and assume the Assumed Liabilities, and the Seller desires to sell to the Buyer the Purchased Assets and transfer the Assumed Liabilities, on the terms and subject to the conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), it is hereby agreed among the parties as follows:

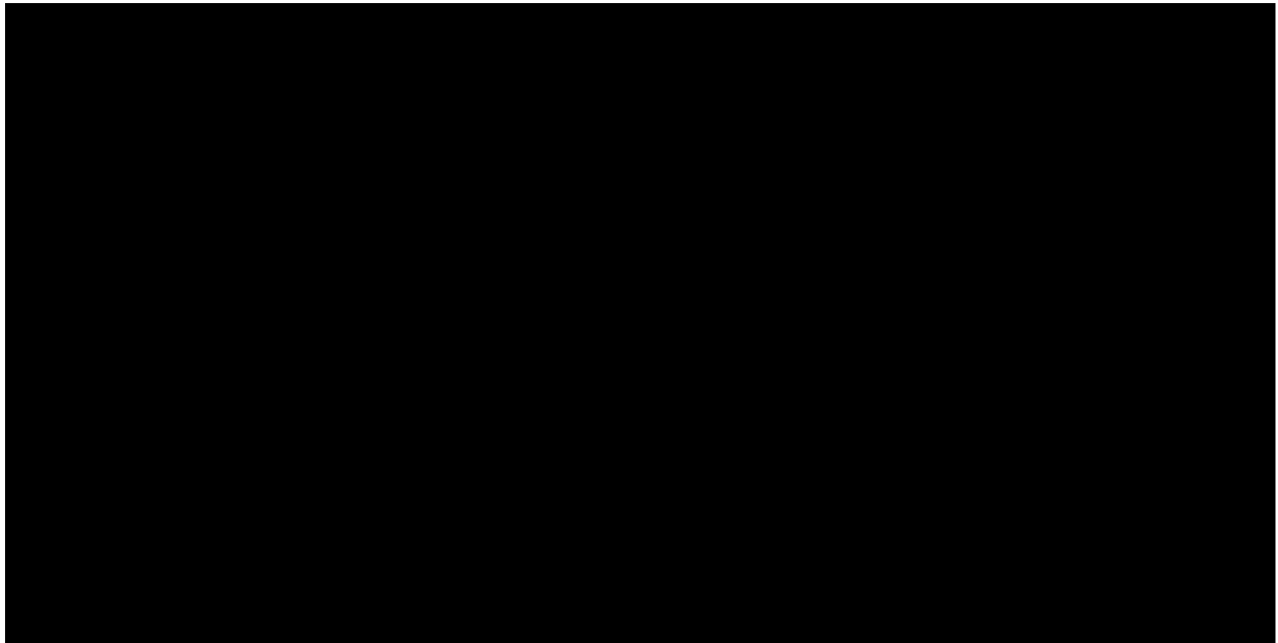
ARTICLE I


DEFINITIONS





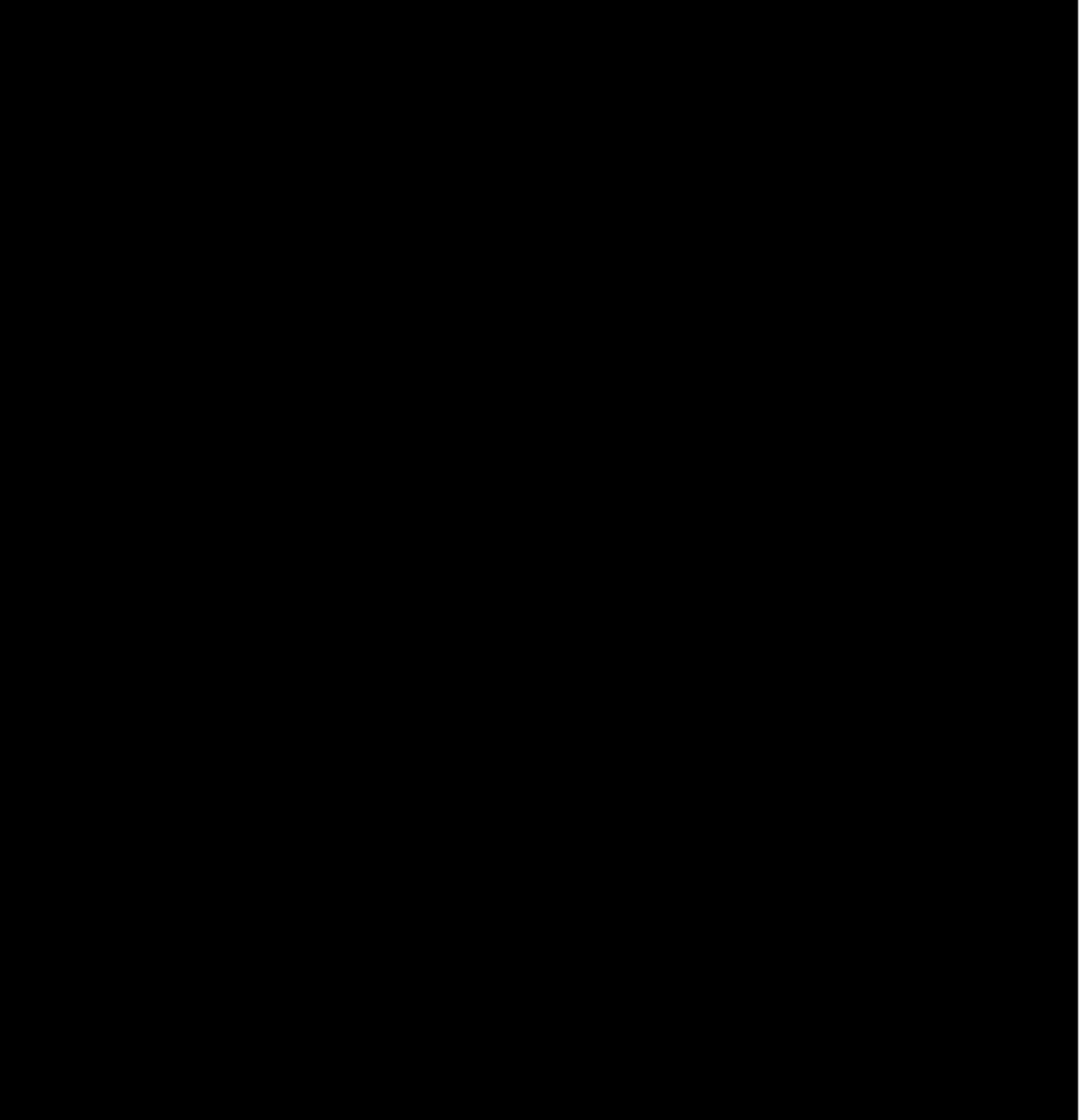
“Intellectual Property” means (a) patents, (b) Trademarks, (c) copyrights, (d) registrations and applications for registration of any of the foregoing in (a)-(c), and (e) trade secrets, including advertising customer lists, mailing lists, processes, know-how and other proprietary or confidential information.

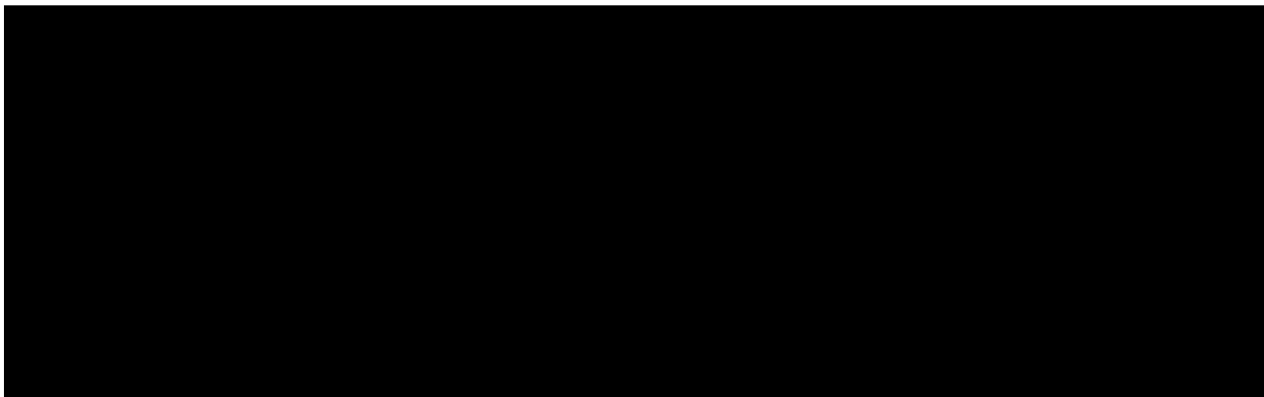




Purchased Assets has the meaning specified in Section 2.1.

Purchased Intellectual Property has the meaning specified in Section 2.1(d).





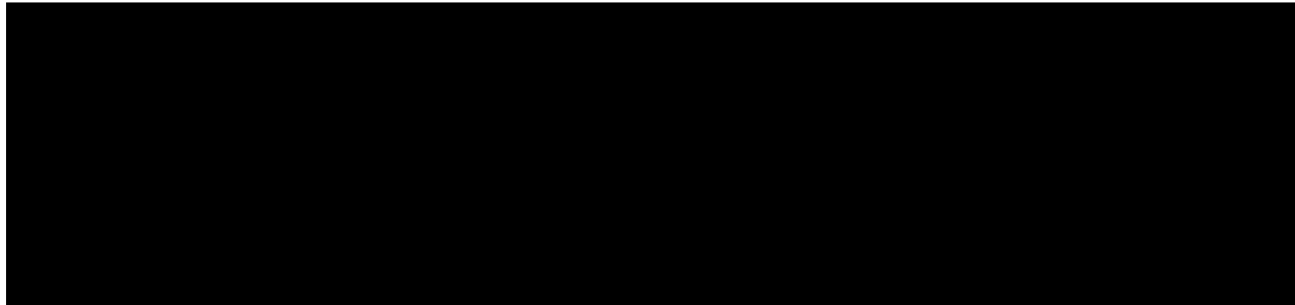
“Trademarks” means trademarks, service marks, Internet domain names, trade dress, trade names, and corporate names, all applications and registrations for the foregoing, and all goodwill connected with the use thereof and symbolized thereby.



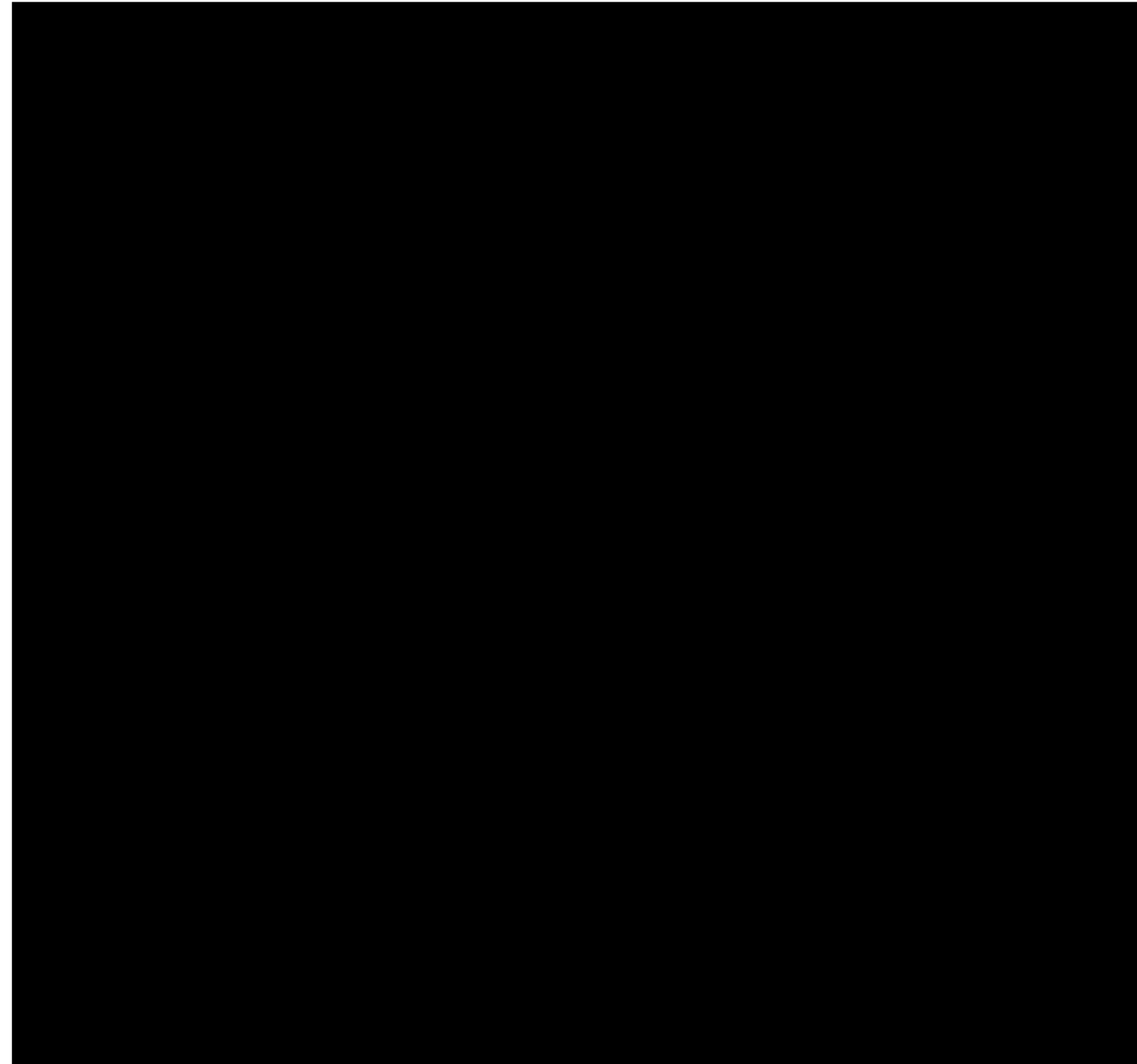
ARTICLE II

PURCHASE AND SALE OF PURCHASED ASSETS

Section 2.1. Purchase and Sale of Purchased Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall, or shall cause its Affiliates (including Raycom) to, sell, transfer, assign, convey and deliver to the Buyer, and the Buyer shall purchase from the Seller, pursuant to this Agreement, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the right, title and interest of the Seller or Raycom to the assets and properties (excepting only the Excluded Assets) of every kind and description, real, personal or mixed, tangible or intangible, then owned or held by the Seller or Raycom and used exclusively or necessary for use in the Business (herein collectively referred to as the “Purchased Assets”), including, all right, title and interest of the Seller or Raycom as of Closing to the following:



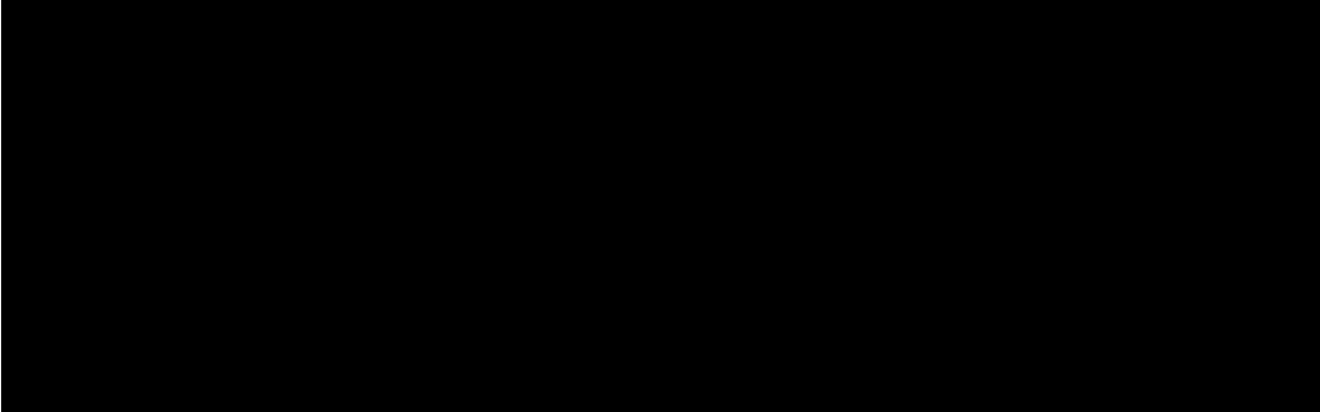
(d) All Intellectual Property owned or licensed by the Seller or Raycom and used or held for use exclusively in or necessary for the operation of the Business (the “Purchased Intellectual Property”), including the call signs of the Stations, but, for the avoidance of doubt, excluding any Intellectual Property used in connection with any Other Seller Stations;





Section 3.10. Intellectual Property.

(a) Schedule 3.10(a) contains a list of all patents and patent applications, trademark, service mark and copyright registrations and applications for registration, and Internet domain name registrations, in each case, that are included in the Purchased Intellectual Property. To the Knowledge of the Seller, (i) each registration included in the Purchased Intellectual Property is valid and enforceable and (ii) each registration and pending application included in the Purchased Intellectual Property is subsisting.



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

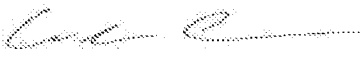
SELLER

GRAY TELEVISION, INC.

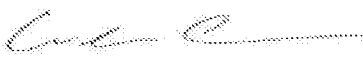
By: 
Name: Kevin P. Latek
Title: Executive Vice President

BUYER

SCRIPPS MEDIA, INC.

By: 
Name: William Appleton
Title: Executive Vice President and General Counsel

SCRIPPS BROADCASTING HOLDINGS, LLC

By: 
Name: William Appleton
Title: Executive Vice President and General Counsel

Schedule 3.10(a)
Intellectual Property

[REDACTED]

[REDACTED]

[REDACTED]

Federal Trademarks

“KXXV”, APP#87/048,577 REG#5,144,429. Registrant: KXXV, LLC

[REDACTED]

[REDACTED]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raycom Media, Inc.		01/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Scripps Media, Inc.		
Street Address:	312 Walnut Street, Suite 2800		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5114429	KXXV	
CORRESPONDENCE DATA			
Fax Number:	5136516981		
<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:	5136516800		
Email:	Trademarks@fbtlaw.com		
Correspondent Name:	Monica L. Dias		
Address Line 1:	301 East Fourth Street		
Address Line 2:	3300 Great American Tower		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Monica L. Dias		
SIGNATURE:	/Monica L. Dias/		
DATE SIGNED:	12/03/2019		
Total Attachments: 13			
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