

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/02/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KBJR Television, Inc.		08/02/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Gray Media Group, Inc.		
Street Address:	4370 Peachtree Road Northeast, Suite 400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30319		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2064864	CHRISTMAS CITY OF THE NORTH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	334.229.0304		
Email:	trademarks@cooley.com		
Correspondent Name:	Ellenann B. Yelverton - SVP, DGC		
Address Line 1:	445 Dexter Avenue, Suite 7000		
Address Line 4:	Montgomery, ALABAMA 36104		
NAME OF SUBMITTER:	Leanne M. Andrepont		
SIGNATURE:	/Leanne M. Andrepont/		
DATE SIGNED:	11/18/2021		
Total Attachments: 14			
source=(KBJR Television - Gray Media Group) -Certificate of Merger (MN)_#page1.tif			
source=(KBJR Television - Gray Media Group) -Certificate of Merger (MN)_#page2.tif			
source=(KBJR Television - Gray Media Group) -Certificate of Merger (MN)_#page3.tif			
source=(KBJR Television - Gray Media Group) -Certificate of Merger (MN)_#page4.tif			
source=(KBJR Television - Gray Media Group) -Certificate of Merger (MN)_#page5.tif			

CH \$40.00 2064864

source=(KBJR Television - Gray Media Group) -Certificate of Merger (MN)_#page6.tif
source=(KBJR Television - Gray Media Group) -Certificate of Merger (MN)_#page7.tif
source=(KBJR Television - Gray Media Group) -Certificate of Merger (MN)_#page8.tif
source=(KBJR Television - Gray Media Group) -Certificate of Merger (MN)_#page9.tif
source=(KBJR Television - Gray Media Group) -Certificate of Merger (MN)_#page10.tif
source=(KBJR Television - Gray Media Group) - Certificate of Merger DE#page1.tif
source=(KBJR Television - Gray Media Group) - Certificate of Merger DE#page2.tif
source=(KBJR Television - Gray Media Group) - Certificate of Merger DE#page3.tif
source=(KBJR Television - Gray Media Group) - Certificate of Merger DE#page4.tif

Office of the Minnesota Secretary of State
Certificate of Merger

I, Steve Simon, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

Home Jurisdiction and Names of Merging Entities:

MINNESOTA: KBJR TELEVISION, INC.
DELAWARE: GRAY MEDIA GROUP, INC.

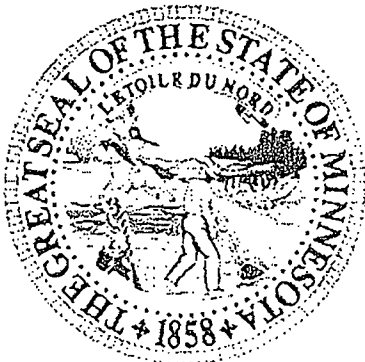
Home Jurisdiction and Name of Surviving Entity:

DELAWARE: GRAY MEDIA GROUP, INC.

Name of Surviving Entity after Effective Date of Merger:

GRAY MEDIA GROUP, INC.

This certificate has been issued on: 08/02/2021



Steve Simon

Steve Simon
Secretary of State
State of Minnesota



**ARTICLES OF MERGER
OF
KBJR TELEVISION, INC.
(a Minnesota corporation)
AND
GRAY MEDIA GROUP, INC.
(a Delaware corporation)**

Pursuant to the provisions of the Minnesota Business Corporation Act governing the merger of a domestic corporation for profit into a foreign corporation for profit, the corporations hereinafter named do hereby adopt the following Articles of Merger.

1. The names of the constituent corporations are KBJR Television, Inc., a Minnesota corporation ("*KBJR*"), and Gray Media Group, Inc., a Delaware corporation and the parent company of KBJR (the "*Surviving Corporation*").
2. Attached hereto as Exhibit A is the Agreement and Plan of Merger (the "*Merger Agreement*") pursuant to which KBJR shall merge with and into the Surviving Corporation.
3. The Surviving Corporation is the parent company of KBJR and owns directly at least 90 percent of the outstanding shares of each class and series of KBJR.
4. The Merger Agreement has been approved by the board of directors of the Surviving Corporation, as the parent company of KBJR, pursuant to Chapter 302A.621, sub.3, clause3, of the Minnesota Statutes.
5. The Surviving Corporation does hereby (1) agree that it may be served with process in the State of Minnesota in a proceeding for the enforcement of an obligation of the constituent corporations and in a proceeding for the enforcement of the rights of a dissenting shareholder of the constituent corporations against the Surviving Corporation; (2) irrevocably appoint the Secretary of State of the State of Minnesota as its agent to accept service of process in any proceeding; and (3) agree that it will promptly pay to the dissenting shareholders of the constituent corporations the amount, if any, to which they are entitled under the provisions of Section 302A.473 of the Minnesota Business Corporation Act with respect to the rights of dissenting shareholders.
6. The address to which process may be forwarded is 4370 Peachtree Road Northeast, Suite 400, Atlanta, Georgia 30319.

(Signature Page Follows)

I certify that I am authorized to execute the document and I further certify that I understand that by signing this document, I am subject to the penalties of perjury as set forth in section 609.48, Minnesota Statutes as if I had signed this document under oath.

Executed on August 2, 2021.

KBJR TELEVISION, INC.
(a Minnesota corporation)

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

I certify that I am authorized to execute the document and I further certify that I understand that by signing this document, I am subject to the penalties of perjury as set forth in Section 609.48, Minnesota Statutes as if I had signed this document under oath.

Executed on August 2, 2021.

GRAY MEDIA GROUP, INC.
(a Delaware corporation)

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

(Signature Page to Articles of Merger of KBJR Television, Inc. and Gray Media Group, Inc.)

253997480 v1

TRADEMARK
REEL: 007499 FRAME: 0373

EXHIBIT A

Agreement and Plan of Merger

253997480 v1

TRADEMARK
REEL: 007499 FRAME: 0374

AGREEMENT AND PLAN OF MERGER

by and between

KBJR TELEVISION, INC.,

and

GRAY MEDIA GROUP, INC. (a Delaware corporation)

Dated as of August 2, 2021

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("*Agreement*"), dated as of August 2, 2021, by and between GRAY MEDIA GROUP, INC., a Delaware corporation ("*Gray*" or the "*Surviving Company*") and KBJR Television, Inc. (the "*Subsidiary*").

RECITALS

WHEREAS, Gray is a wholly-owned subsidiary of Gray Television, Inc., a Georgia corporation ("*Gray Television*"), and Gray Television is party to that certain Stock Purchase Agreement, dated January 31, 2021, by and among Gray Television, Quincy Media, Inc., an Illinois corporation ("*Quincy*"), each of the stockholders of Quincy (the "*Quincy Sellers*") and Ralph M. Oakley, solely in his capacity as representative of the Quincy Sellers, pursuant to which, effective as of the date hereof and prior to the effectiveness of this Agreement and Plan of Merger, the Quincy Sellers sold all of the issued and outstanding capital stock of Quincy to Gray Television and Gray Television became the direct and indirect parent of Quincy and its subsidiaries, including the Subsidiaries; and

WHEREAS, simultaneous with the effectiveness of this Agreement and Plan of Merger, Gray is entering into merger agreements with each of the direct and indirect subsidiaries of Gray Television listed on Schedule A hereto, which mergers will be effective simultaneously with the effectiveness of the Merger (as defined below).

The parties hereby agree as follows:

ARTICLE 1

THE MERGER

1.1 **Merger.** Pursuant to Section 252 of the General Corporation Law of the State of Delaware ("*DGCL*") and Section 302A.601 of the Minnesota Business Corporation Act ("*MBCA*"), the parties agree that the Subsidiary shall merge with and into Gray (the "*Merger*") in accordance with the terms set forth in this Agreement.

1.2 **Parties.** The name of the Surviving Company in the Merger is Gray Media Group, Inc. The names of the disappearing entity in the Merger is KBJR Television, Inc., a Minnesota corporation (the "*Disappearing Company*"). Pursuant to Section 252 of the DGCL, this Agreement has been approved by the sole stockholder of the Surviving Company, and, pursuant to Section 302A.611 and Section 3.02A.613 of the MBCA, the sole stockholder of the Subsidiary.

1.3 **Effective Time of the Merger.** The effective time of the Mergers shall be at 11:50 p.m. Eastern Time on August 2, 2021 (the "*Effective Time*"). As of the Effective Time, the corporate existence of Gray, with all of its rights, privileges and powers, shall continue unaffected and unimpaired by the Merger, and the corporate identity and existence of the Disappearing Company, with all of its rights, privileges and powers, shall be merged with and into Gray, and Gray, as the Surviving Company in each case, shall be fully vested therewith. The separate existence of the Disappearing Company shall cease as of the Effective Time, as contemplated by

Sections 252 and 259 of the DGCL and Sections 302A.601, 302A.611, 302A.613, and 302A.641 of the MBCA.

1.4 Effects of the Merger.

(a) At the Effective Time the separate existence of the Disappearing Company shall cease and the Disappearing Company shall be merged with and into the Surviving Company.

(b) At and after the Effective Time, the Surviving Company shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Disappearing Company; and all and singular rights, privileges, powers and franchises of the Disappearing Company, and all property, real, personal and mixed (whether tangible or intangible), and all debts due to the Disappearing Company on whatever account, as well as all other things in action or belonging to the Disappearing Company, shall be vested in the Surviving Company, and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Company as they were of the Disappearing Company, and the title to any real estate vested by deed or otherwise, in the Disappearing Company, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Disappearing Company shall be preserved unimpaired, and all debts, liabilities and duties of the Disappearing Company shall thereafter attach to the Surviving Company, and may be enforced against it to the same extent as if such debts and liabilities had been incurred by it.

1.5 Cancellation of Disappearing Company Capital Stock. As of the Effective Time (A) all of the capital stock of the Subsidiary shall be cancelled, and (B) all of the capital stock of Gray shall remain issued and outstanding. At and after the Effective Time, the Surviving Company shall possess all of the all of the rights, privileges and powers of the Disappearing Company, all property, real, personal and mixed, and all debts due to the Disappearing Company, shall vest in the Surviving Company without further act or deed, and the Surviving Company shall assume and be liable for all debts, liabilities and duties of the Disappearing Company, as contemplated under Section 259 of the DGCL and Section 302A.641 of the MBCA.

1.6 Organizational Documents. As of the Effective Time, the organizational documents of the Surviving Company shall be in the form of the existing Certificate of Incorporation and Bylaws of Gray, as amended and in effect immediately prior to the Effective Time.

1.7 U.S. Tax Treatment. The parties intend that the Merger and any related transactions, including related transactions occurring prior to the Merger, shall qualify as a tax-free reorganization pursuant to Section 368(a) of the Internal Revenue Code of 1986, as amended, for U.S. federal and applicable state income tax purposes. This Agreement is adopted as a "plan of reorganization" under Treasury Regulation Sections 1.368-2(g) and 1.368-3(a) for U.S. federal and applicable state income tax purposes.

1.8 Further Action. If, at any time after the Effective Time, any further action is determined by Gray to be necessary or desirable to carry out the purpose of this Agreement or to vest the Surviving Company with the full rights, privileges and powers of the Disappearing

Company, the officers and managers of the Surviving Company shall be fully authorized (in the name of the Disappearing Company) to take such action.

1.9 Amendment and Termination. At any time prior to the Effective Time, this Agreement may be amended in writing by Gray and the Disappearing Company or terminated by Gray with written notice to the Disappearing Company, whether before or after receipt of the approval of the members of Gray and of the Disappearing Company.

ARTICLE 2

MISCELLANEOUS PROVISIONS

2.1 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its provisions concerning conflict of laws that would cause the laws of another jurisdiction to govern.

2.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

2.3 Severability. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

2.4 Successors and Assigns. This Agreement shall be binding upon each of the parties hereto and each of their respective successors and assigns, if any. This Agreement shall inure to the benefit of Surviving Company, the Disappearing Company and their respective successors and assigns, if any.

2.5 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter.

[SIGNATURE PAGE FOLLOWS]

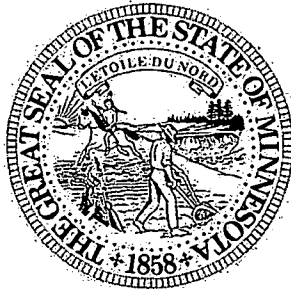
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed, effective as of the date first written above.

GRAY MEDIA GROUP, INC.

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

KBJR TELEVISION, INC.

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



File Numbers

124631780005

844551600026

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED

8/2/2021 11:59:00 PM

Steve Simon

Steve Simon
Secretary of State

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"KBJR TELEVISION, INC.", A MINNESOTA CORPORATION, WITH AND INTO "GRAY MEDIA GROUP, INC." UNDER THE NAME OF "GRAY MEDIA GROUP, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE SECOND DAY OF AUGUST, A.D. 2021, AT 3:54 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE SECOND DAY OF AUGUST, A.D. 2021 AT 11:50 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2620025 8100M
SR# 20212865878

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203821012
Date: 08-02-21

TRADEMARK
REEL: 007499 FRAME: 0381

CERTIFICATE OF MERGER

MERGING

KBJR TELEVISION, INC.,
a Minnesota corporation

WITH AND INTO

GRAY MEDIA GROUP, INC.,
a Delaware corporation

Pursuant to Section 252 of the
General Corporation Law of the State of Delaware

GRAY MEDIA GROUP, INC., a Delaware corporation, does hereby certify that:

1. The name and state of organization or incorporation, as applicable, of each of the constituent entities (the "*Constituent Entities*") are as follows:

<u>Name</u>	<u>State of Organization/Incorporation</u>
KBJR Television, Inc. (the " <i>Company</i> ")	Minnesota
Gray Media Group, Inc. (" <i>Surviving Entity</i> ")	Delaware

2. An Agreement and Plan of Merger, dated as of August 2, 2021, by and between the Company and the Surviving Entity (the "*Merger Agreement*"), has been approved, adopted, certified, executed and acknowledged by each of the Constituent Entities in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware ("*DGCL*"), pursuant to which the Company will merge with and into the Surviving Entity (the "*Merger*").

3. The name of the surviving corporation will be Gray Media Group, Inc.

4. The Certificate of Incorporation of Gray Media Group, Inc. will be the Certificate of Incorporation of the Surviving Entity.

5. The authorized capital stock of the non-Delaware corporation consists of 100,000 shares of common stock, no par value per share.

6. The Merger is to become effective at 11:50 pm Eastern Time on August 2, 2021.

7. The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the principal place of business of the Surviving Entity is:


Gray Media Group, Inc.
4370 Peachtree Road Northeast, Suite 400
Atlanta, GA 30319 USA

8. A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any stockholder, as applicable, of either of the Constituent Entities.

[SIGNATURE PAGE FOLLOWS]

Gray Media Group, Inc. has caused this Certificate of Merger to be signed by the undersigned, its authorized officer, as of August 2, 2021.

GRAY MEDIA GROUP, INC.

By: 
Kevin P. Latek, Secretary

*(Signature Page to Certificate of Merger of KBJR Television, Inc.
with and into Gray Media Group, Inc.)*