

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753282

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2019
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Local TV Finance, LLC		12/31/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Local TV, LLC
Street Address:	200 Holmes Avenue
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35801
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5036404	LIVEALERT19

CORRESPONDENCE DATA

Fax Number: 9723738888
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: 972-373-8880
Email: gmalik@nexstar.tv
Correspondent Name: Gogi Malik
Address Line 1: 545 E. John Carpenter Freeway
Address Line 2: Suite 700
Address Line 4: Irving, TEXAS 75062

NAME OF SUBMITTER:	Gogi Malik
SIGNATURE:	/Gogi Malik/
DATE SIGNED:	09/03/2022

Total Attachments: 3

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AGREEMENT AND PLAN OF MERGER

MERGING

LOCAL TV FINANCE, LLC

INTO

LOCAL TV, LLC

This Agreement and Plan of Merger (this "Agreement") is entered into as of December 31, 2019, by and between Local TV, LLC, a Delaware limited liability company (the "Company"), as the surviving entity, and Local TV Finance, LLC, a Delaware limited liability company (the "Merging Company").

WHEREAS, the Company is a limited liability company duly organized and existing under the laws of the State of Delaware in which 100% of the limited liability company interests (the "Surviving Company's Interests") are held by the Sole Member; and

WHEREAS, the Merging Company is a limited liability company duly organized and existing under the laws of the State of Delaware in which 100% of the limited liability company interests (the "Merging Company's Interests") are held by the Company;

WHEREAS, (i) the Company has determined that it is in the best interest of the Company and the Merging Company that the Merging Company shall merge with and into the Company, with the Company being the surviving entity (the "Merger"), and (ii) the Company has approved the Merger on the terms and subject to the conditions set forth herein in accordance with the applicable provisions of the laws of the State of Delaware.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Merger. Upon the terms and subject to the conditions hereinafter set forth and in accordance with the Delaware Limited Liability Company Act (as amended, the "Act"), at the Effective Time (as defined below), the Merging Company shall be merged with and into the Company and thereupon the separate existence of the Merging Company shall cease, and the Company, as the surviving entity (the "Surviving Entity"), shall continue to exist under and be governed by the Act.

2. Filing. The Company will cause a certificate of merger, in compliance with the provisions of applicable laws of the State of Delaware, to be executed and filed with the office of the Secretary of State of the State of Delaware (the "Certificate of Merger").

3. Effective Date of Merger. The Merger shall become effective immediately upon filing of the Certificate of Merger (the "Effective Time").

4. Governing Documents. At the Effective Time, (i) the certificate of formation and the operating agreement of the Merging Company shall cease to exist and (ii) the

certificate of formation and the Limited Liability Company Agreement of the Company, shall govern the Surviving Entity according to the applicable laws of the State of Delaware.

5. Officers. The officers of the Company, prior to the Effective Time, shall, from and after the Effective Time, continue as officers of the Surviving Entity.

6. Cancellation of Merging Company's Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the Sole Member or the Company, all of the Merging Company's Interests held by the Sole Member immediately prior to the Effective Time shall be canceled and extinguished without any consideration therefor, and all of the Surviving Company's Interests issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding in the Surviving Entity immediately after the Effective Time and be unaffected by the Merger.

7. Effect of Merger. From and after the Effective Time, the Surviving Entity shall possess all of the assets of every kind and description, and every interest in the assets, wherever located, and all of the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of the Merging Company and the Company and all obligations belonging to or due to the Merging Company and the Company, all of which shall vest in the Surviving Entity at the Effective Time without further act or deed. The Surviving Entity shall be liable for all the obligations of the Merging Company and the Company, any claim existing, or action or proceeding pending, by or against the Merging Company or the Company may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Entity may be substituted in its place, and all the rights of creditors of each of the Merging Company and the Company shall be preserved unimpaired.


8. Execution, Filing and Recordation. The Merging Company and the Company agree that they will cause to be executed and filed and recorded any document, agreement or instrument prescribed by the laws of the State of Delaware, and that they will cause to be performed all necessary acts, within the State of Delaware and elsewhere, to effectuate the Merger.

9. Counterparts. This Agreement may be signed in one or more counterparts and by facsimile or electronically transmitted signature, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.


* * * *

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

LOCAL TV FINANCE, LLC

By: 
Name: Thomas E. Carter
Title: Treasurer

LOCAL TV, LLC

By: 
Name: Thomas E. Carter
Title: Treasurer