

08-17-1998

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TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

- 1. WWMT-TV, Inc.
- 2. Granite Broadcasting Corporation
- 3. WLAI, Inc.
- 4. WWMT-TV, License, Inc.

U.S. Patent & TMO/TM Mail Rcpt Dt. #51



08-03-1998

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State - Delaware
- Other:

2. Name and address of receiving party(ies):

**Name:** Freedom Broadcasting of Michigan, Inc.  
**Internal Address:**  
**Street Address:** 17666 Fitch  
**City:** Irvine **State:** CA **ZIP:** 92623

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - State: Delaware
- Other:

Additional name(s) of conveying party(ies) attached?

- Yes  No

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?

- Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)

- 1. July 15, 1998
- 2. July 15, 1998
- 3. July 15, 1998
- 4. July 15, 1998

4. Application number(s) or registration number(s):

a. Trademark Application No(s):

b. Trademark Registration Nos.:

1,763,318  
1,751,575

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Name:** Steven J. Nataupsky  
 KNOBBE, MARTENS, OLSON & BEAR, LLP  
**Internal Address:** Sixteenth Floor  
**Street Address:** 620 Newport Center Drive  
**City:** Newport Beach **State:** CA **ZIP:** 92660

7. Total fee (37 CFR 3.41): \$65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 2

08/17/1998 DNGUYEN 00000034 1763318

01 FC:481 Statement and signature. 40.00 DP  
 02 FC:482 25.00 DP

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Steven J. Nataupsky  
Name of Person Signing

Signature

July 29, 1998  
Date

Total number of pages, including cover sheet, attachments and document: 16

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

SJN-6264:dd  
072898

TRADEMARK  
REEL: 1768 FRAME: 0412

## TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the \_\_\_\_ day of July, 1998 by and between WWMT-TV, Inc., a Delaware corporation (hereinafter referred to as "ASSIGNOR"), Granite Broadcasting Corporation, a Delaware corporation, WLAJ, Inc., a Delaware corporation, WWMT-TV License, Inc., a Delaware corporation, and Freedom Broadcasting of Michigan, Inc., a Delaware corporation (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, and is the owner of the service marks and registrations for the service marks as set forth in Schedule A attached hereto and incorporated herein by this reference, (hereafter collectively referred to as "Registered Marks") and has adopted, used and is the owner of the common law marks set forth in Schedule B attached hereto and incorporated herein by this reference (hereafter collectively referred to as "Common Law Marks").

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Registered Marks and Common Law Marks and has not abandoned the same;

WHEREAS, ASSIGNEE is desirous of acquiring all right, title and interest in and to the Registered Marks (including the registrations for the marks) and the Common Law Marks and any other registered or unregistered trademarks and service marks owned by ASSIGNOR;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all right, title and interest as ASSIGNOR may possess in and to the Registered Marks and Common Law Marks, worldwide, and any other registered or unregistered trademarks owned by ASSIGNOR.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all right, title and interest as ASSIGNOR may possess in and to the following;

- (1) the Registered Marks (and registrations) set forth in Schedule A;
- (2) the Common Law Marks set forth in Schedule B; and
- (3) any other registered or unregistered trademarks and service marks owned anywhere in the world by ASSIGNOR together with the goodwill symbolized by said Registered Marks, Common Law Marks, and other registered or unregistered trademarks and service marks owned anywhere in the world by ASSIGNOR and the right to sue and recover for any and all past, present, and future infringement, dilution, or other injury or damage to the Registered Marks (and registrations for the Marks), Common Law Marks, and any other registered or unregistered marks.

ASSIGNOR, Granite Broadcasting Corporation, WLAJ, Inc., and WWMT-TV License, Inc. individually and collectively represent and warrant that this Assignment conveys to ASSIGNEE all of the trademark and service mark rights included in the "WWMT Assets" as defined in the Purchase And Sale Agreement dated February 18, 1998, as amended July 15, 1998.

ASSIGNOR represents and warrants that ASSIGNOR is licensed by Kelly Broadcasting Company to use the mark WHERE THE NEWS COMES FIRST<sup>®</sup>, which is the subject of U.S. Trademark Registration No. 1,146,266 and California Trademark Registration No. 8,198, pursuant to the terms of the license agreement attached hereto as Schedule C ("License"). ASSIGNOR represents that ASSIGNOR is authorized by Kelly Broadcasting Company to assign any and all rights and obligations as it may possess under the License to ASSIGNEE.

ASSIGNOR hereby assigns any and all rights as it may possess under the License in and to the mark WHERE THE NEWS COMES FIRST to ASSIGNEE, and ASSIGNEE agrees to accept such rights, and to assume any and all obligations under the License accruing subsequent to the effective date of this Assignment.

ASSIGNOR and ASSIGNEE also agree that this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Assignment in order for this Assignment to be effective in any respect, then the laws of such other jurisdiction shall govern this Assignment to such extent.



STATE OF District of Columbia )  
 ) ss.  
COUNTY OF Washington, D.C. )

On July 15<sup>th</sup>, 1998, before me, Michele L. Cadotte personally appeared Lawrence I. Wells, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Michele L. Cadotte  
Signature

My Comm. Ex. to Exp. Dec. 14, 2000

WLAI, INC.  
a Delaware corporation

By: Lawrence I. Wells

Name: Lawrence I. Wells

Title: Vice President

STATE OF District of Columbia )  
 ) ss.  
COUNTY OF Washington, D.C. )

On July 15, 1998, before me, Michele L. Cadotte personally appeared Lawrence I. Wells, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their

authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Michele L. Cadette  
Signature

My Commission Expires Dec. 14, 2000

WWMT-TV LICENSE, INC.  
a Delaware corporation

By: Lawrence I. Wills

Name: Lawrence I. Wills

Title: Vice President

STATE OF District of Columbia )  
 ) ss.  
COUNTY OF Washington DC )

On July 15, 1998, before me, Michele L. Cadette personally appeared Lawrence I. Wills, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Michele L. Cadette  
Signature

My Commission Expires Dec. 14, 2000



Acknowledged this 15<sup>th</sup> day of July, 1998.

**FREEDOM BROADCASTING OF MICHIGAN, INC.**  
a Delaware corporation

By: Alan J. Bell

Name: Alan J. Bell

Title: President

SJW-6118cc1/rc3  
071488  
[CAC-1030-078998]

**SCHEDULE A**

**Federal Service Mark Registrations:**

<u>Service Marks</u>	<u>Reg. No.</u>	<u>Registration Date</u>
HELLO WEST MICHIGAN	1,763,318	April 6, 1993
WWMT3 and Design	1,751,575	February 9, 1993

**SCHEDULE B**

**Marks**

WWMT TV

WWMT3

WWMT

SIN-6188

-1-

TRADEMARK  
REEL: 1768 FRAME: 0421

SCHEDULE CGEOGRAPHICALLY EXCLUSIVE LICENSE AGREEMENT

This Agreement is entered into by and between Kelly Broadcasting Company (hereinafter referred to as "Licensor"), having its principal place of business at 3 Television Circle, Sacramento, California 95814, and Granite Broadcasting Company d/b/a Station WWMT-TV (hereinafter referred to as "Licensee"), having its principal place of business at 590 W. Maple Street, Kalamazoo, Michigan 49008, with reference to the following:

**Recitals**

A. Licensor is the owner of the service mark "Where The News Comes First"® for television broadcasting services with emphasis on news, and is the owner of the United States Service Mark Registration No. 1,145,266 issued December 30, 1980, and is further the owner of California Service Mark Registration No. 8198 issued June 12, 1989.

B. Licensee acknowledges Licensor's ownership of the service mark "Where The News Comes First"®.

C. Licensee desires to obtain a license, under the terms and conditions provided herein to use the service mark "Where The News Comes First"® for television news broadcasting services.

D. Licensor is willing to grant a limited license to Licensee on the terms and conditions provided herein.

THEREFORE, the parties hereto agree as follows:

1. For valuable consideration as set forth herein, Licensor hereby grants to Licensee under United States Registration No. 1,145,266, a geographically exclusive

license to use the service mark "Where The News Comes First"® in the Kalamazoo, Michigan DMA as defined by the Nielsen rating services for television news broadcasting services, on station WWMT-TV, Kalamazoo, Michigan.

2. The license granted herein shall be for a period of two (2) years commencing May 5, 1997, except that this Agreement and the license granted herein may be terminated upon six (6) months written notice given by Licensor to Licensee. Licensee expressly agrees that upon termination of this Agreement, as set forth herein, Licensee shall immediately discontinue all uses of the service mark "Where The News Comes First"®, or any confusingly similar variants thereof.

3. The annual license fee shall be payable on execution of this Agreement and on each successive year of the license term as follows:

- a) Year 1 - \$1,000
- b) Year 2 - \$1,200

4. It is expressly understood and agreed between the parties that Licensor retains full ownership of the service mark "Where The News Comes First"® and any confusingly similar variants thereof. In the event of termination and/or expiration of this license, Licensee agrees that all rights to use the service mark "Where The News Comes First"® granted hereunder shall revert to Licensor, and Licensee shall have no interest therein whatsoever.

As additional consideration for this license agreement, Granite Broadcasting Company agrees to license from Kelly News & Entertainment two weekly one-half hour programs, namely "Click" and "Peer Pressure" for broadcast on station WLAJ-TV.

5. Licensee agrees to incorporate in a prominent manner the symbol R within a circle (®) in connection with any use by Licensee of the service mark "Where The News Comes First." Licensee further agrees to incorporate the following acknowledgement in connection with any use of the service mark "Where The News Comes First"® in a printed publication or other printed medium:

"Service Mark licensed under authority of KBC."

6. Licensee agrees to maintain the nature and quality of services sold under the service mark "Where The News Comes First." Licensor shall have the right to inspect and view all services on which or in connection with which the service mark is used for the purpose of protecting and maintaining the standards of quality established by Licensor for services sold or offered under said service mark. Licensee agrees to furnish samples of its use of the service mark upon request by Licensor for the purpose of inspection and quality control by Licensor. Licensee agrees to comply with all applicable federal and state laws regarding the use of the service mark "Where The News Comes First," and to abide by the rules and regulations of the National Association of Broadcasters.

7. Licensee shall not directly or indirectly license or attempt to license, whether orally or in writing, any other person or firm to use the service mark "Where The News Comes First"®, or any confusingly similar variation thereof.

8. Licensee agrees to notify Licensor in writing of any infringement or unauthorized use of the service mark "Where The News Comes First"®, or any confusingly similar variants thereof. In the event that the service mark "Where The News Comes First"® is infringed by a third party in the Kalamazoo, Michigan DMA, Licensor shall initially have

the sole right to sue such third party for infringement, to pay the entire cost of the litigation and to keep any and all recoveries which it might receive. Licensor shall, however, be under no duty to Licensee whatsoever to take action against a third party for infringement in the Kalamazoo, Michigan DMA. Licensee agrees to cooperate with Licensor in connection with any such litigation. Licensor may elect, in its sole discretion, not to commence legal action against a third party infringer. In that event, Licensee may bring suit, bearing all costs and expenses of such litigation, and shall be entitled to keep any and all recoveries. In the event Licensee brings suit, Licensor agrees to be named as a joint party plaintiff with Licensee and to cooperate with Licensee in connection with any such litigation, providing Licensee holds Licensor free and harmless from any all liability and Licensee assumes all costs, including attorney's fees, associated with such joint party participation. Licensee agrees to consult with Licensor regarding the selection of legal counsel to prosecute any action by Licensee for infringement.

9. Licensee agrees to indemnify and defend Licensor against any proceeding instituted by any third party against Licensor arising out of any activities of Licensee pursuant to this Agreement or relating to Licensee's use of the service mark "Where The News Comes First", and to indemnify Licensor against any costs, attorney's fees or damages that may be incurred or imposed on Licensor as a result of any such proceeding.

10. It is the intention of the parties that this Agreement shall not create any partnership, joint venture, or other agency relationship between Licensor and Licensee, nor shall this Agreement be construed as an assignment between Licensor and Licensee.

11. In the event legal action is necessary to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

12. All notices hereunder shall be made by prepaid mail to the parties at the addresses first above stated, unless written notice of address change is given.

13. This Agreement shall be binding upon the parties, their heirs, successors, and assigns.

IN WITNESS WHEREOF this Agreement has been executed on the date set forth below.

Dated: 5/27/97

GRANITE BROADCASTING COMPANY  
d/b/a Station WWMT-TV

By Richard Appleton  
Richard Appleton, General Manager

Dated: 6/14/97

KELLY BROADCASTING COMPANY

By Greg Kelly  
Greg Kelly, General Manager