

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABC RADIO LOS ANGELES, LLC		05/15/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KABC IP, LLC		
<b>Street Address:</b>	500 South Buena Vista Street		
<b>City:</b>	Burbank		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91521		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1446813	KABC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(818)848-6424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	818-560-2435		
<b>Email:</b>	trademarks@disney.com		
<b>Correspondent Name:</b>	The Walt Disney Company		
<b>Address Line 1:</b>	500 South Buena Vista Street		
<b>Address Line 4:</b>	Burbank, CALIFORNIA 91521		
<b>NAME OF SUBMITTER:</b>	Teri Mareks		
<b>Signature:</b>	/terimareks/		
<b>Date:</b>	11/06/2007		

CH \$40.00 1446813

Total Attachments: 6

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**ASSIGNMENT AGREEMENT**  
**Marks and Domain Names**

This ASSIGNMENT AGREEMENT (this "Agreement") is made effective as of May 15, 2007 (the "Effective Date"), by and between ABC Radio Los Angeles, LLC, a Delaware limited liability company (the "Assignor"), and KABC IP, LLC, a Delaware limited liability company (the "Assignee").

Reference is made to the Separation Agreement, dated February 6, 2006 (as amended from time to time, the "Separation Agreement"), by and between The Walt Disney Company ("TWDC"), and ABC Radio Holdings, Inc. (f/k/a ABC Chicago FM Radio, Inc.) Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Separation Agreement.

WHEREAS, TWDC and other affiliated entities shall undertake (i) the Restructuring, (ii) the Distribution (and together with the Restructuring, the "Separation") and (iii) the Merger (and together with the Separation, the "Transactions");

WHEREAS, as of the Effective Date, TWDC is the indirect parent corporation of the Assignor and the Assignee, and the Assignor is the direct owner of 100 percent of the membership interests in Assignee;

WHEREAS, in order to consummate the Transactions, the Restructuring contemplates, among other things, the transfer of the trademarks listed on Annex A (the "Marks") and the registered domain names listed on Annex B (the "Domain Names") from the Assignor to the Assignee;

WHEREAS, as part of the Restructuring, the Assignor recently merged with KABC-AM Radio, Inc., and as the surviving entity, the Assignor became the holder of the Marks and the Domain Names and any associated liabilities, and;

WHEREAS, the Assignor wishes to transfer, and the Assignee wishes to acquire, all right, title and interest in, to and under, the Marks and Domain Names;

WHEREAS, the parties intend that the Assignee is and will be a "disregarded entity" for United States federal income tax purposes; and

WHEREAS, the parties intend that the assignment and assumption pursuant to this Agreement shall be treated as a transfer of assets and an assumption of liabilities that is disregarded for United States federal income tax purposes.

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

ARTICLE I  
ASSIGNMENT

1.1 Assignment of Trademarks. The Assignor does hereby contribute, transfer, assign, convey and deliver to the Assignee, its successors and assigns, forever, all of its right, title and interest in, to and under the (a) the Marks, (b) the goodwill of the business symbolized by the Marks, (c) the U.S. Trademark registrations listed on Annex A and (d) all common law rights in the Marks. The Assignee does hereby accept good and marketable title to, and all rights and interests in and under, the Marks and agrees to faithfully perform and discharge when due all Business Liabilities with respect to the Marks.

1.2 Assignment of Domain Names. The Assignor does hereby contribute, transfer, assign, convey and deliver to the Assignee, its successors and assigns, forever, all of its right, title and interest in, to and under the Domain Names. The Assignee does hereby accept good and marketable title to, and all rights and interests in and under, the Domain Names and agrees to faithfully perform and discharge when due all Business Liabilities with respect to the Domain Names.

1.3 Deliveries. Each party agrees, at any time and from time to time after the Effective Date, upon the request of the other party, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to make effective the transactions contemplated by this Agreement and to provide the other party with the intended benefits of this Agreement.

1.4 The Separation Agreement. This Agreement is intended to evidence the consummation of certain transactions contemplated by the Separation Agreement. This Agreement is in all respects subject to the provisions of the Separation Agreement and is not intended in any way to supersede, modify or qualify any provision of the Separation Agreement to the extent applicable to the assignments and assumptions effected hereby.

ARTICLE II  
MISCELLANEOUS

2.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of each of the Assignor and the Assignee and their respective successors and assigns.

2.2 Third Party Beneficiaries. Nothing contained in this, express or implied, shall confer unto any person other than the parties hereto or their respective successors and assigns any right, obligation, remedy or benefit hereunder.

2.3 No Representations or Warranties. Except as may expressly be set forth herein, (a) none of Assignor, its subsidiaries or any other Person makes any representation or warranty of any kind whatsoever, express or implied, with respect to the Marks or the Domain Names; and (b) none of the parties hereto or any other Person

makes any representation or warranty with respect to any Information made available in connection with the Transactions or the entering into of this Agreement.

2.4 Applicable Law. This Agreement shall be governed by the laws of the State of Delaware.

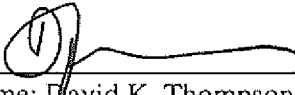
2.5 Amendments. No amendment or modification of this Agreement shall be effective unless it is set forth in writing and signed by both parties to this Agreement.

2.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

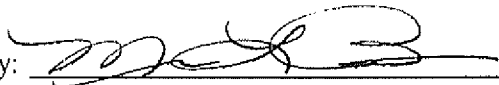
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ABC RADIO LOS ANGELES, LLC

By:   
Name: David K. Thompson  
Title: Vice President

KABC IP, LLC

By:   
Name: Marsha L. Reed  
Title: Secretary

ANNEX A

MARK	Class	Registration No.	Registration Date
KABC	38	1.446.813	July 7, 1987

ANNEX B

- KABC.COM