

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312538

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                         |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | Assigns all right, title, and interest |                       |                                     |
| <b>SEQUENCE:</b>  | 2                                      |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                        | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Cosmos Broadcasting, LLC  |  | 12/31/2006            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | KPLC, LLC                              |                       |                                     |
| <b>Street Address:</b>  | 201 Monroe Street                      |                       |                                     |
| <b>Internal Address:</b>  | RSA Tower 20th Floor                   |                       |                                     |
| <b>City:</b>  | Montgomery                             |                       |                                     |
| <b>State/Country:</b>   | ALABAMA                                |                       |                                     |
| <b>Postal Code:</b>   | 36104                                  |                       |                                     |
| <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:  | 1760303                                | KPLC TV               |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 2054885891                             |                       |                                     |
| <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> |  |                       |                                     |
| <b>Phone:</b>   | 205-226-3404                           |                       |                                     |
| <b>Email:</b>   | ppsmith@balch.com                      |                       |                                     |
| <b>Correspondent Name:</b>  | Pamela Payne Smith                     |                       |                                     |
| <b>Address Line 1:</b>  | 1901 Sixth Ave N, Suite 1500           |                       |                                     |
| <b>Address Line 4:</b>  | Birmingham, ALABAMA 35203              |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Pamela Payne Smith                     |                       |                                     |
| <b>SIGNATURE:</b>   | /ppsmith/                              |                       |                                     |
| <b>DATE SIGNED:</b>   | 07/31/2014                             |                       |                                     |
| <b>Total Attachments: 3</b>   |  |                       |                                     |
| source=KPLC Contribution and Transfer of Assets Agreement KPLC LLC.12.31.2014#page1.tif   |  |                       |                                     |
| source=KPLC Contribution and Transfer of Assets Agreement KPLC LLC.12.31.2014#page2.tif   |  |                       |                                     |
| source=KPLC Contribution and Transfer of Assets Agreement KPLC LLC.12.31.2014#page3.tif   |  |                       |                                     |

OP \$40.00 1760303

## CONTRIBUTION AND TRANSFER OF ASSETS AGREEMENT

THIS CONTRIBUTION AND TRANSFER OF ASSETS AGREEMENT (this "Agreement") is made and entered into as of the 31<sup>st</sup> day of December, 2006, by and between Cosmos Broadcasting, LLC, a Delaware limited liability company (hereinafter referred to as the "Transferor") and KPLC, LLC, a Delaware limited liability company (hereinafter referred to as the "Company").

### RECITALS

In connection with the formation of the Company, the Transferor desires to transfer certain assets and liabilities to the Company, and the Company desires to acquire such assets for the consideration hereinafter set forth in a transaction intended to qualify as a tax free transaction under the Internal Revenue Code.

### AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, it is agreed as follows:

1. Transferor does hereby transfer and convey unto the Company all of its right, title and interest in and to all real, personal and mixed assets, rights, benefits and privileges, both tangible and intangible, owned, leased, used or otherwise held by the Transferor and used or useful in the business and operations of KPLC, a television station in Lake Charles, Louisiana (the "Station"), wherever located (other than those assets described in Exhibit "A" attached hereto and incorporated herein by reference (the "Excluded Assets")) (the "Assets").

2. In consideration for the transfer of the Assets, the Company does hereby agree to issue to the Transferor all of the membership interests in the Company.

3. In further consideration for the transfer of the Assets, the Company does hereby assume and agree to pay, discharge and perform, in accordance with their terms and tenor, all of the debts and liabilities of the Transferor related to the Station.

4. Transferor agrees to transfer and convey to the Company all of its right, title and interest in and to the Excluded Assets as soon as all necessary approvals and/or other requirements that must be satisfied prior to the transfer have been obtained or satisfied, as the case may be.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COSMOS BROADCASTING, LLC

By: Paul H. McTeer Jr  
Its: Manager

KPLC, LLC

By: Paul H. McTeer Jr  
Its: Manager

EXHIBIT A  
EXCLUDED ASSETS

1 All licenses, permits and other authorizations issued by the Federal Communications Commission to Transferor for the operation of the Station.