

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is made as of November 20, 2012, by and among KMTR Television, LLC, a Delaware limited liability company (“**Assignee**”), and Fisher Broadcasting - Oregon TV, L.L.C., a Delaware limited liability company (“**Assignor**”).

WITNESSETH:

WHEREAS, reference is made to that certain Asset Purchase Agreement, by and between Newport Television LLC (“**Newport**”) and Newport Television License LLC (“**Newport License**”) and together with Newport, “**Sellers**”) and Assignor, dated as of November 20, 2012, 2012 (the “**Purchase Agreement**”), pursuant to which Assignor has acquired the right to purchase certain assets of the Sellers related, collectively, to the television broadcast stations KMTR(TV), Eugene, Oregon, KTCW(TV), Roseburg, Oregon, KMCB(TV), Coos Bay, Oregon, K46AS, Coos Bay, Oregon, K31AE, Sutherlin, Oregon, and K22GX, Tri City Oregon (each a “**Station**” and collectively, the “**Stations**”); and

WHEREAS, pursuant to the terms and subject to the conditions of Section 11.3 of the Purchase Agreement, Assignor desires to assign to Assignee certain of Assignor’s rights under the Purchase Agreement and Assignee is willing to accept assignment of such rights and obligations.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Defined Terms; Interpretation.** Except as otherwise set forth herein, capitalized terms used herein have the meanings assigned to them in the Purchase Agreement.
2. **Assignment and Assumption.** Pursuant to the terms and subject to the conditions of Section 11.3 of the Purchase Agreement, effective as of the date hereof, (a) Assignor hereby conveys, assigns, and transfers to Assignee, its successors and permitted assigns, Assignor’s rights to purchase the Designated Station Assets relating to the Stations, and assumption of the Assumed Obligations corresponding thereto, under and pursuant to the Purchase Agreement and delegates to Assignee all of its duties and obligations to be performed on or after the date hereof under the Purchase Agreement to the extent that such duties and obligations pertain to the acquisition of such Designated Station Assets or assumption of the Assumed Obligations corresponding thereto, excluding any obligations with respect to the Escrow Agreement and Sections [1.5] and [9.2(e)] of the Purchase Agreement (for which Assignor shall continue to remain responsible), and (b), Assignee hereby accepts the above assignment of rights and delegation of duties and obligations described in clause (a) above and agrees to be bound by and to assume such duties and obligations. Assignor hereby acknowledges that, in accordance with Section 11.3 of the Purchase Agreement, Assignor shall remain liable to Sellers for all of its obligations under the Purchase Agreement (including those assigned or delegated to Assignee).
3. **Termination.** This Agreement shall be deemed terminated automatically and without further action of the parties upon termination of the Purchase Agreement for any reason; *provided* that except as otherwise provided herein, termination of this Agreement shall not

relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

4. ***Mutual Representations and Warranties.*** Assignor and Assignee each represents and warrants to the other as of the date hereof and as of the Closing Date that:

(a) Such party has the legal right and requisite power and authority to make and enter into this Agreement, and to perform its obligations hereunder and to comply with the provisions hereof. The execution, delivery and performance of this Agreement, by such party has been duly authorized by all necessary company action on its part. The execution, delivery and performance of this Agreement by such party does not and will not contravene the charter, bylaws or other organizational documents of such party. This Agreement has been duly executed and delivered by such party and constitutes the valid and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought.

(b) The execution, delivery and performance of this Agreement by such party and the compliance by such party with the provisions hereof, do not and will not (with or without notice or lapse of time, or both) conflict with, or result in any violation of, or default under, or give rise to any right of termination, cancellation or acceleration of any obligation under any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to such party or any of its properties or assets, other than any such conflicts, violations, defaults, or other effects which, individually or in the aggregate, do not and will not prevent, restrict or impede such party's performance of its obligations under and compliance with the provisions of this Agreement and the other transaction documents executed in connection herewith.

(c) Subject to obtaining the necessary FCC Consent, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental or regulatory authority or any other person or entity (other than any of the foregoing which have been obtained and, at the date in question, are then in effect) is required under existing laws as a condition to the execution, delivery or performance of this Agreement by such party.

5. ***Representations, Warranties and Covenants Contained in the Purchase Agreement.*** In furtherance of, and without limiting the generality of, Section 2, above:

(a) For the benefit of Assignor and Sellers, Assignee hereby makes, as of the date hereof and as of the Closing Date, each representation and warranty set forth in Article 3 of the Purchase Agreement as if Assignee were a party to the Purchase Agreement (except that Section 3.6 of the Purchase Agreement shall be limited to the portion of the Purchase Price applicable to the Designated Station Assets).

(b) For the benefit of Assignor and Sellers, Assignee hereby covenants and agrees to observe, satisfy, discharge and perform the covenants of Buyer set forth in the Purchase Agreement, as and to the extent that such obligations relate to the Designated Station Assets.

(c) Each of Sellers is deemed to be a third-party beneficiary for purposes of Sections 5(a) and (b) of this Agreement.

6. **Further Assurances.** Each party to this Agreement agrees to execute, acknowledge, deliver, file and record, and to cause to be executed, acknowledged, delivered, filed and recorded, such further certificates, instruments, and documents and to do, and cause to be done, all such other acts and things, as may be required by law, or as may, in the reasonable opinion of the other party hereto, be necessary or advisable to carry out the purposes of this Agreement.

7. **Binding Effect; Amendments.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No modification, amendment or waiver of any provision of, or consent or approval required by, this Agreement, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the party against whom enforcement of any such modification, amendment, waiver, consent or approval is sought.

8. **Governing Law.** The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof.

9. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but, except as provided for herein, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Assignee without the prior written consent of Assignor, such consent to be in its sole and absolute discretion. Without the consent of Assignee, Assignor may assign its rights and obligations under this Agreement to any other party or parties; *provided* that Assignor shall not thereby be released of its obligations hereunder.

10. **Purchase Agreement Controlling.** Notwithstanding any other provisions of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations made by Assignor or, in general, any of the rights and remedies of Sellers, or any of the obligations of Assignor owed to Sellers set forth in the Purchase Agreement. This Agreement is subject to and controlled by the terms of the Purchase Agreement.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption Agreement to be duly executed and delivered as of the day and year first above written.

KMTR TELEVISION, LLC

**FISHER BROADCASTING – OREGON TV,
L.L.C.**

By: 
Larry Roberts, Manager


By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption Agreement to be duly executed and delivered as of the day and year first above written.

KMTR TELEVISION, LLC

**FISHER BROADCASTING – OREGON TV,
L.L.C.**

By: _____
Larry Roberts, Manager

By:  _____
Name: *Colleen Brown*
Title: *President and CEO*