

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "*Agreement*") dated as of April 27, 2010, by and among Mako Communications, LLC, a Texas Limited Liability Company (the "*Buyer*"), Tower of Babel, LLC, a California limited liability company ("*Parent*"), Tower of Babel Sacramento, LLC, a California limited liability company and wholly-owned subsidiary of Parent ("*Operating Sub*"), and Tower of Babel Sacramento Licensing, LLC, a California limited liability company and wholly-owned subsidiary of Operating Sub ("*License Sub*"). Parent, Operating Sub, and License Sub are collectively referred to herein as the "*Sellers*."

RECITALS:

WHEREAS, Sellers holds that certain license issued by the Federal Communications Commission (the "*Commission*") for the Digital operation of Class A low power television station KBTU-LP in Sacramento, California (the "*Station*"), the construction permit for the Station's digital companion channel on UHF channel 51, and owns certain assets used in the operation and maintenance of the Station, as more particularly described in this Agreement;

WHEREAS, Sellers desire to assign said license to Buyer and Buyer desires to purchase such assets, upon the terms and subject to the conditions herein set forth; and

WHEREAS, the assignment of the license is subject to the prior approval of the Commission;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Sellers and Buyer agree as follows:

ARTICLE I

TERMS OF THE TRANSACTION

1.1 Assets to be Transferred. At the Closing, and on the terms and subject to the conditions set forth in this Agreement, Sellers shall transfer, sell, assign, transfer, deliver and convey (collectively, "transfer"), or cause to be transferred, as applicable, to Buyer and Buyer shall purchase or acquire, as applicable, from Seller, all of the following assets and properties of Seller existing on the Closing Date:

(a) Commission Authorization. All licenses issued by the Commission for the Station (collectively, the "*FCC License*") shall be transferred to License Buyer.

(b) Tangible Personal Property. All of Seller's rights in and to the fixed and tangible personal property owned by Seller and used in the operation of the Station, consisting of the following physical assets, together with replacements thereof, additions and alterations thereto, and substitutions therefor, made between the date hereof and the Closing Date:

- (i) 1 Superior Broadcast Solid State 1.5KW VHF transmitter;

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- (ii) 1 Scala 2CA-2 (CA-4) Antenna (70 degree skew);
- (iii) 1 run of approximately 300 feet 7/8ths inch coax;

1.2 Books and Records; Call Letters. All station logs, books, and records required by the FCC to be maintained by the Station.

(a) As the Seller has significantly invested in the "KBTV" call letters and has substantial brand equity in them, the parties agree to include a request for new call letters in the application for Commission Authorization to transfer assets. Additionally, the application will include an authorization request for the Seller to continue to utilize the "KBTV" call letters with any analog or digital broadcast programming it may have within the station's authorized broadcast area. Any related filing additional costs associated with this request will be the responsibility of the Seller.

1.3 Contracts. The following contract: (i) the License Agreement, dated September 21, 2000, by and between ATC Holdings, Inc. and Seller, for a non-exclusive license to install, maintain, operate and repair a low power TV system on Bee Tower, otherwise referred to as contract number 873106 (the "***Tower Lease***"), the "***Contract***").

All the assets and properties set forth above will be transferred to ^{Buyer} ~~Operating Sub~~; and such assets and properties, including the FCC License, are collectively referred to herein as the "***Assets***."

AM ^{Buyer} 1.4 Purchase Price and Payment. In consideration of the transfer by Seller to ~~Operating Sub and Licensing Sub~~ of the Assets and the FCC License, respectively, Buyers shall pay to Seller the aggregate purchase price of \$ (the "***Purchase Price***"). The Purchase Price shall be paid to Seller as follows:

(a) Deposit. Within two business days after the execution and delivery of this Agreement, Buyers shall deliver to Seller a check in the amount of which amount shall be the "***Deposit***."

(b) Payment at Closing. Buyers shall pay to Seller at the Closing an amount equal to the Purchase Price less the Deposit", in cash by wire transfer of immediately available funds to the account of Seller designated by Seller prior to the Closing Date.

1.5 Liabilities Assumed by Buyers. As further consideration for the transfer of the Assets and the FCC License to Buyer, Buyer agrees, upon the terms and subject to the conditions set forth herein, to assume, at the Closing, and thereafter to pay, perform and discharge, all obligations of Seller accruing from and after the Closing Date under the Contracts (but only such liabilities and obligations and no others); and Seller agrees, upon the terms and subject to the conditions set forth herein, to assume, at the Closing, and thereafter to pay, perform and discharge, all obligations of Seller accruing from and after the Closing Date under the FCC License (but only such liabilities and obligations and no others) (collectively, the "***Assumed Liabilities***").

1.6 Excluded Liabilities. Except for the Assumed Liabilities, Buyers shall not assume and shall not be liable or responsible for any liability of the Seller (the "*Excluded Liabilities*"). Without limiting the foregoing, Buyers shall not be obligated to assume, and do not assume, and hereby disclaim any of the following liabilities of the Seller:

- (a) Any liability attributable to any assets, properties or contracts that are not included in the Assets or the FCC License;
- (b) Any liability arising under the Contracts or the FCC License due to the acts or omissions of Seller taken on or before the Closing Date;
- (c) Any liability for taxes attributable to or imposed upon the Seller, or attributable to or imposed upon the Assets or the FCC License for the period ending on the close of business on the Closing Date;
- (d) Any liability of the Seller for or with respect to any loan, other indebtedness, or account payable;
- (e) Any liability of the Seller, arising from accidents, occurrences, misconduct, negligence, breach of fiduciary duty or statements made or omitted to be made (including libelous or defamatory statements) on or prior to the Closing Date, whether or not covered by workers' compensation or other forms of insurance;
- (f) Any liability of the Seller, arising as a result of any legal or equitable action or judicial or administrative proceeding initiated at any time, to the extent related to any action or omission on or prior to the Closing Date;
- (g) Any liability incurred by the Seller in connection with the making or performance of this Agreement and the transaction contemplated hereby (the "*Transaction*"); and
- (h) Any liability for expenses and fees incurred by the Seller incidental to the preparation of this Agreements or any related agreement (collectively, the "*Transaction Agreements*"), preparation or delivery of materials or information requested by Buyers, and the consummation of the Transaction, including all broker, counsel and accounting fees.

1.7 Allocation of Purchase Price. Within a reasonable period of time following the execution of this Agreement, the Buyer will determine an allocation of the Purchase Price and Assumed Liabilities among the Assets and the FCC License and will furnish Sellers with a copy of IRS Form 8594. Such allocation is intended to comply with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the "*Code*"). The parties covenant and agree that (a) none of the parties shall take a position on any tax return (including IRS Form 8594), before any tax authority or in any judicial proceeding that is in any way inconsistent with such allocation without the written consent of the other parties to this Agreement or unless specifically required pursuant to a determination by an applicable tax authority; (b) they shall cooperate with each other in connection with the preparation, execution and filing of all tax returns related to such allocation; and (c) they shall promptly

advise each other regarding the existence of any tax audit, controversy or litigation related to such allocation.

1.8 Tax Matters. Seller shall be responsible for and shall pay any transfer taxes when due arising in connection with the consummation of the Transaction. Seller shall, at its own expense, file all necessary tax returns and other documentation with respect to all transfer taxes, provided, however, that, if required by applicable law, Buyers will join in the execution of any such tax returns and other documentation filed by Seller.

ARTICLE 2 CLOSING

2.1 Closing; Closing Date. The closing (the "Closing") of the transactions contemplated hereby (collectively, the "Transaction") shall take place (i) at the offices of Buyer on the tenth business day after Commission consent to assignment of the FCC License from Sellers to ~~License Sub~~ ^{Buyer}, becomes a Final Order (as defined below), or (ii) at such other time or place or on such other date as the parties hereto shall agree (the "Closing Date"). For purposes of this Agreement, the phrase "Final Order" will mean that action has been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which has not been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect is pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC has expired or otherwise terminated. AM

At the Closing, subject to the satisfaction or waiver of the conditions to its obligations set forth in this Agreement, each of the parties hereto shall make the following deliveries or such deliveries in substitution therefor as are satisfactory to the indicated recipient:

2.2 Deliveries by Sellers. On or before the Closing, Sellers shall take all steps necessary to place Buyer in actual possession and operating control of the Assets and deliver the following items, duly executed by Seller as applicable, all of which shall be in a form and substance reasonably acceptable to ~~Operating Sub~~ ^{Buyer}: AM

(a) General Conveyance and Bill of Sale. The General Conveyance, Bill of Sale and Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit B (the "Bill of Sale");

(b) Other Documents. Such additional information and materials as Buyers may reasonably request before the Closing Date; and

(c) Wire Instructions. Sellers shall provide Buyer with wire instructions at least four (4) business days before the Closing Date.

2.3 Deliveries by Buyer. At the Closing, Buyer shall deliver the following items, duly executed by Buyers as applicable, in a form and substance reasonably acceptable to Sellers:

(a) Wire Transfer. A wire transfer to such bank as may be designated by Sellers in writing for credit to Sellers' account, in the amount of the Purchase Price less the Deposit. If Sellers fails to provide Buyer with wire instructions in accordance with Section 2.2(g), Buyer will initiate said wire transfer no later than four (4) business days after the date on which Buyer receives the wire instructions.

(b) Bill of Sale. The Bill of Sale.

(c) Other Documents. Such additional information and materials as Seller may reasonably request before the Closing Date.

ARTICLE 3

WARRANTIES OF SELLER

Seller represents and warrants to Buyers that:

3.1 Authority Relative to this Agreement. Sellers are a duly formed limited liability company existing in good standing under the laws of the State of California and has the limited liability company power and authority to own its properties and assets and to carry on its business as now being conducted. Sellers have the limited liability company power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby.

3.2 Title to Assets. Sellers are the exclusive legal and equitable owner of, has good and indefeasible title to, and has the unrestricted power and right to sell, assign and deliver all the Assets, free and clear of all encumbrances. Upon Sellers' transfer of the Assets pursuant to this Agreement, Buyer will have good and indefeasible title to all the Assets, free and clear of all encumbrances. Neither Seller nor ATC Holdings, Inc. is in breach of the Tower Lease, and the Tower Lease is in full force and effect.

3.3 Legal Proceedings. There are no legal or regulatory proceedings pending or, to the best knowledge of Seller, threatened against or involving Sellers relating to the Assets, the FCC License, or the operation of the Station.

3.4 Sufficiency and Condition of Assets. All the Assets: (a) will be on the Closing Date, in the case of tangible assets and properties, in good operating condition and repair (ordinary wear and tear excepted) (b) have been maintained in accordance with sound engineering practice; (c) suitable and adequate for continued use in the manner in which they are currently being used; and (d) free of patent defects. All tangible assets and properties included in the Assets are in Sellers' possession or under its control.

3.5 FCC Matters. The FCC License is and will be on the Closing Date, in full force and effect. There is a valid construction permit to convert the Station to DTV channel 51. The Station, its physical facilities, electrical and mechanical systems and transmitting equipment are being operated in material compliance with the technical and engineering specifications set forth in the FCC License and the FCC rules concerning exposure of humans to radio frequency emissions.

3.6 No Conflicts. The execution, delivery and performance by Sellers of the Agreement will not:

(a) require the consent, approval, authorization or permit of, or filing with, or notification to any person or governmental entity (whether local, state, or federal), except for the consent of the FCC to the assignment of the FCC License from Sellers to Buyer;

(b) conflict with or result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under any contract to which Sellers are a party or by which Sellers are bound or to which the FCC License or any of the Assets are subject or affected;

(c) conflict with, violate or result in any breach of (i) any of the provisions of its articles of organization and operating agreement; (ii) any resolutions of its members or managers; or

(d) result in the imposition or creation of any encumbrance upon or with respect to the FCC License or any of the Assets.

3.7 Full Disclosure. None of the representations and warranties contained in this Article 3, when all such representations and warranties are read together in their entirety, (i) contains any untrue statement of fact or (ii) omits or will omit to state any fact necessary to make such representations and warranties (in light of the circumstances under which they were made) not misleading.

ARTICLE 4

WARRANTIES OF BUYERS

Buyer represent and warrant to Sellers that:

4.1 Authority Relative to this Agreement. The Buyer is a duly formed limited liability company existing in good standing under the laws of the State of Texas and each has the limited liability company power and authority to own its properties and assets and to carry on its business as now being conducted. The Buyer has the limited liability company power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby.

4.2 Qualifications. Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the FCC License from Sellers.

4.3 Financial Qualifications. Buyer has the financial resources necessary to consummate the Transaction.

4.4 Full Disclosure. None of the representations and warranties contained in this Article 4, when all such representations and warranties are read together in their entirety, (i) contains any untrue statement of fact or (ii) omits or will omit to state any fact necessary to make such representations and warranties (in light of the circumstances under which they were made) not misleading.

ARTICLE 5
ADDITIONAL AGREEMENTS

5.1 Access to Information. Between the date hereof and the Closing, Sellers (i) shall give Buyer and its authorized representatives reasonable access, during regular business hours and upon reasonable advance notice, to all employees, all facilities, and all books, records, agreements, and commitments of Seller relating to the FCC License, the Assets or the Station, and (ii) shall permit Buyer and its authorized representatives to make such inspections as it may reasonably require.

5.2 Third Party Consents. Sellers shall use their best efforts to obtain all consents, approvals, orders, authorizations, and waivers of, and to effect all declarations, filings, and registrations with, all third parties (including governmental entities, whether local, state or federal) that are necessary, required, or deemed by Buyer to be desirable to enable Seller to transfer the Assets to ~~Operating Sub~~ ^{Buyer} as contemplated by this Agreement and to otherwise consummate the transactions contemplated hereby. AM

5.3 Public Announcements. Except as may be required by applicable law, neither Buyers nor Seller shall issue any press release or otherwise make any public statement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld).

5.4 Risk of Loss. The risk of any loss, damage or impairment, confiscation or condemnation of the Assets or any part thereof from fire or any other casualty or cause shall be borne by Seller at all times prior to Closing. If any of the Assets are damaged or destroyed by fire or other casualty or cause between the date hereof and the Closing Date, Sellers shall, at the sole option of Buyer, replace such Assets with replacements of similar quality on or before the Closing Date, or reduce the Purchase Price by the cost of such replacements, such amount to be mutually agreed upon between the parties.

5.5 Fees and Expenses. Except as otherwise expressly provided in this Agreement, all fees and expenses, including fees and expenses of counsel, financial advisors and accountants, incurred in connection with this Agreement and the Transaction shall be paid by the party incurring such fee or expense, whether or not the Closing shall have occurred. Buyers and Seller acknowledge and agree that no other agent, broker, investment banker, financial advisor or other firm or person is entitled to any brokers' or finders' fee or any other commission or similar fee in connection with the Transaction.

ARTICLE 6
CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions, any of which may be waived by Sellers in writing.

6.1 Representations and Warranties True. All the representations and warranties of Buyers contained in this Agreement shall be true and correct as of the date of this Agreement and shall be true and correct on and as of the Closing Date.

6.2 FCC Consent. The Commission shall have granted its consent to the Assignment Application (the "FCC Consent").

6.3 Payment of Purchase Price. Buyer shall have paid the Purchase Price less the Deposit.

6.4 Closing Documents. Buyer shall have executed and delivered to Seller the Bill of Sale and other closing documents specified in Section 2.3.

6.5 No Orders, Proceedings or Requirements. There shall not be in effect any order issued by any governmental authority or court of law or equity preventing the consummation of the Transaction, seeking any damages as a result of the Transaction, or otherwise affecting the right or ability of Buyer to own, operate or control the Assets, or of Buyer to hold the FCC License, nor shall any proceeding be pending or threatened that seeks any of the foregoing. There shall not be any legal requirement prohibiting Sellers from selling or Buyer from owning, operating or controlling the Assets or the Assumed Liabilities, to the extent applicable, or that makes this Agreement or the consummation of the Transaction illegal.

ARTICLE 7 **CONDITIONS TO OBLIGATIONS OF BUYERS**

The obligations of Buyers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions, any of which may be waived by Buyer in writing:

7.1 Representations and Warranties True. All the representations and warranties of Seller contained in this Agreement shall be true and correct as of the date of this Agreement and shall be true and correct on and as of the Closing Date.

7.2 FCC Consent. The FCC Consent shall have been granted and shall have become a Final Order.

7.3 Consents. All consents, approvals, orders, authorizations, and waivers of, and all declarations, filings and registrations with, third parties (including governmental entities, whether local, state, or federal) required to be obtained or made by or on the part of the parties hereto or otherwise reasonably necessary for the consummation of the Transaction shall have been obtained or made, and all thereof shall be in full force and effect at the time of Closing.

7.4 Closing Documents. Seller shall have executed and delivered to Buyer the Bill of Sale and other closing documents specified in Section 2.2.

7.5 No Orders, Proceedings or Requirements. There shall not be in effect any order issued by any governmental authority or court of law or equity preventing the consummation of the Transaction, seeking any damages as a result of the Transaction, or otherwise affecting

the right or ability of Buyer to own, operate or control the Assets, or of Buyer to hold the FCC License, nor shall any proceeding be pending that seeks any of the foregoing. There shall not be any legal requirement prohibiting Sellers from selling or Buyer from owning, operating or controlling the Assets or the Assumed Liabilities, to the extent applicable, or that makes this Agreement or the consummation of the Transaction illegal.

7.6 No Creditor or Affiliate Requirements. There shall not be in effect any requirement by any creditor of the Sellers preventing the consummation of the Transaction, seeking any damages as a result of the Transaction, or otherwise affecting the right or ability of Buyer to own, operate or control the Assets, or of Buyer to hold the FCC License.

ARTICLE 8

TERMINATION

8.1 Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing in the following manner:

- (a) by mutual written consent of Sellers and Buyer;
- (b) in the event a Commission decision denying consent to the assignment of the FCC License for the Station from Sellers to Buyer becomes a Final Order;
- (c) by Sellers if Buyer have materially breached the terms of this Agreement and have failed to cure such breach within ten (10) business days following notice thereof by Sellers;
- (d) by Buyer if Sellers have materially breached the terms of this Agreement and have failed to cure such breach within ten (10) business days following notice thereof by Buyer; or
- (e) by either party upon written notice to the other if the conditions to Closing set forth in Article 6 and Article 7 have not been satisfied (or waived by the other party) within 240 days of the date of this Agreement.

8.2 Amendment. This Agreement may not be amended except by an instrument in writing signed by or on behalf of all the parties hereto.

8.3 Return of Deposit. In the event that (i) the Commission denies its to consent to the assignment of the FCC License from Seller to Buyer or (ii) if this Agreement is terminated due to a breach thereof by Sellers, then Sellers shall promptly return to Buyer the Deposit. If this Agreement is terminated due to a breach thereof by Buyer and Sellers is not then in breach of the Agreement, then Seller shall retain the Deposit as liquidated damages, which shall constitute full payment for any and all damages suffered by Sellers by reason thereof. Under all other circumstances, the Deposit shall remain the property of Sellers.

ARTICLE 9

INDEMNIFICATION

9.1 Survival of Representations and Warranties. All representations and warranties of Sellers and Buyer in this Agreement or any other related agreement shall survive the Closing until the date that is twelve (12) months after the Closing Date (the "**Limitations Period**"); *provided, however*, that any claim for indemnification based upon a breach of any such representation or warranty and asserted during the Limitations Period by written notice in accordance with Section 10.1 shall survive until final resolution of such claim. The representations and warranties contained in this Agreement (and any right to indemnification for breach thereof) shall not be affected by any investigation, verification or examination by any party hereto or by any representative of any such party or by any such party's knowledge of any facts with respect to the accuracy or inaccuracy of any such representation or warranty.

9.2 Indemnification by Sellers. Subject to the limitations set forth in this Article 9, Sellers shall indemnify, defend and hold harmless Buyers and their representatives, members and affiliates from and against any and all damages, whether or not involving a third party claim, including attorneys' fees (collectively, "**Purchaser Damages**"), arising out of, relating to or resulting from (a) any breach of a representation or warranty by Sellers contained in this Agreement or in any other related agreement; (b) any breach of a covenant of Sellers contained in this Agreement or in any other related agreement; (c) any fines or other penalties imposed by the FCC as a result of any acts or omissions of the Sellers occurring at any time up to and including the Closing Date; and (d) Excluded Liabilities.

9.3 Indemnification by Buyer. Subject to the limitations set forth in this Article 9, Buyer shall indemnify, defend and hold harmless Sellers and its representatives (collectively, the "**Seller Indemnified Persons**") from and against any and all damages, whether or not involving a third party claim, including attorneys' fees (collectively, "**Seller Damages**"), arising out of, relating to or resulting from (a) any breach of a representation or warranty of Buyer contained in this Agreement or in any other related agreement; or (b) any breach of a covenant of Buyer contained in this Agreement or in any other related agreement.

9.4 Indemnification Procedures. Promptly after receipt by a party entitled to indemnification hereunder (the "**Indemnatee**") of written notice of the assertion or the commencement of any proceeding by a third party with respect to any matter referred to in Sections 9.2 or 9.3, the Indemnatee shall give written notice thereof to the party obligated to indemnify Indemnatee (the "**Indemnitor**"), and thereafter shall keep the Indemnitor reasonably informed with respect thereto, *provided, however*, that failure of the Indemnatee to give the Indemnitor notice as provided herein shall not relieve the Indemnitor of its obligations hereunder except to the extent that the Indemnitor's ability to defend or mitigate the claim is prejudiced thereby. Except as hereinafter provided and except where a conflict of interest between the Indemnitor and the Indemnatee suggests separate counsel is appropriate, the Indemnitor shall have the right to defend and to direct the defense against any such claim, suit or demand, in its name or in the name of the Indemnatee at the Indemnitor's expense and with outside counsel of the Indemnitor's own choosing. The Indemnatee shall, at the Indemnitor's expense, cooperate reasonably in the defense of any such claim, suit or demand. If the Indemnitor, within reasonable time after notice of a claim, fails to defend the Indemnatee, the Indemnatee shall be entitled to undertake the defense, compromise or final determination thereof if the only issues remaining therein involve liability for, or the amount of, money damages to be assessed against Indemnatee, provided the Indemnitor will not, without the

Indemnitee's written consent, settle or compromise any claim or consent to any entry of judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnitee of a release from all liability in respect of such claim. A claim for indemnification for any matter not involving a third party proceeding may be asserted by notice to the party from whom indemnification is sought and shall be paid promptly after such notice.

9.5 Remedies Cumulative. Except as otherwise set forth herein, the remedies provided in this Agreement shall be cumulative and shall not preclude any party from asserting any other right, or seeking any other remedies, against the other party.

ARTICLE 10 **MISCELLANEOUS**

10.1 Notices. All notices, requests, demands, and other communications required or permitted to be given or made hereunder by any party hereto shall be in writing and shall be deemed to have been duly given or made if (i) delivered personally, (ii) transmitted by first class registered or certified mail, postage prepaid, return receipt requested, (iii) sent by prepaid overnight courier service, (iv) sent by telecopy or facsimile transmission, answer back requested, or (v) sent by electronic mail, with confirmation of receipt, to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

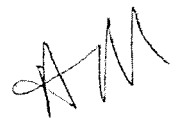
If to Sellers:

Mailing address:

Tower of Babel, LLC
Tower of Babel Sacramento, LLC
Tower of Babel Sacramento Licensing, LLC
601 University Ave., Suite 211
Sacramento, CA 95825
Attn: Frank Washington
Fax: 916-921-2085
With a copy to:

Emily Yukich, Esq.
Folger, Levin & Kahn LLP
1900 Avenue of the Stars
28th Floor
Los Angeles, CA 90067
Fax: 310-556-3770

and



Brian D. Weimer, Esq.
Sheppard Mullin

1300 I St, N.W.

11th Floor East

Washington, DC 20005-3314

If to Buyer:

Mako Communications, LLC

518 Peoples Street

Corpus Christi, TX 78401

Fax: 512-532-6288

Email: Minick@swbell.net

10.2 Entire Agreement. This Agreement and the documents and agreements contemplated in this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

10.3 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Buyer may not, without written consent of Sellers, assign their rights and obligations hereunder to another party.

10.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures on this Agreement transmitted by facsimile shall be deemed to be original signatures for all purposes of this Agreement.

10.5 Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to the principles of the conflicts of laws.

10.6 Consent to Jurisdiction. The parties hereto hereby agree to submit any dispute arising under this Agreement to the National Arbitration Forum for full and final adjudication. Venue on any matter submitted to arbitration shall be in Sacramento, California. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

10.7 Further Assurances. Each party agrees (a) to furnish upon request to each other party such further information, (b) to execute and deliver to each other party such other

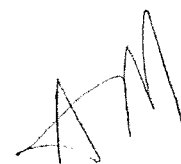
A handwritten signature in black ink, appearing to be the initials 'AM' with a stylized flourish.

documents, and (c) to do such other acts and things, all as another party may reasonably request for the purpose of carrying out the intent of this Agreement and the Transaction.

10.8 Waivers and Consents. Any party may waive compliance by any other party with any of the covenants or conditions of this Agreement, but no waiver shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Any consent under this Agreement shall be in writing and shall be effective only to the extent specifically set forth in such writing.

10.9 Severability. If any term or provision of this Agreement, as applied to either party or to any circumstance, is declared by a court of competent jurisdiction to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, *provided, however*, that if the invalid or unenforceable term or provision cannot be so deleted or replaced without materially depriving either party of the benefit of its bargain hereunder, this Agreement may be terminated by written notice by either party.

[SIGNATURE PAGE FOLLOWS]

A handwritten signature in dark ink, consisting of a stylized 'A' followed by a series of loops and a final vertical stroke.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

BUYER:

Mako Communications, LLC

By: 

Title: Admin Member

Date: 4/30/10

SELLERS:

Tower of Babel, LLC

By: 

Title: Managing

Date: 4/27/10

Tower of Babel Sacramento, LLC

By: 

Title: Manager

Date: 4/27/10

Tower of Babel Sacramento Licensing, LLC

By: 

Title: MANAGER

Date: 4/22/10

