

ASSIGNMENT AND ASSUMPTION OF STATION CONTRACTS AND INTANGIBLE PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF STATION CONTRACTS AND INTANGIBLE PROPERTY (this "Assignment and Assumption") is made as of May 7, 2018, by and between Bayshore Television, LLC, a North Carolina limited liability company ("Assignor"), and Hoffman Communications, Inc., a Delaware corporation ("Assignee").

This Assignment is made pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of February 16, 2018, by and between Assignor and Assignee with respect to television station WJAX-TV, Jacksonville, FL (FCC Facility ID 35576). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption of Station Contracts. Assignor hereby irrevocably sells, conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Station Contracts, free and clear of liens, claims and encumbrances except for (a) the Assumed Obligations and all liens, claims and encumbrances related thereto and (b) the following: (i) liens for current taxes, assessments and governmental charges not yet due and payable (or being contested in good faith and by appropriate proceedings diligently conducted); (ii) utility easements and right-of-ways or similar items which do not have a material impact on the value of the property or materially interfere with the ordinary conduct of the Station and which may appear on a title commitment ordered by Buyer from a nationally recognized title insurance company; and (iii) statutory landlord liens arising in the ordinary course of business, which are not overdue for more than forty-five (45) days (collectively, "Permitted Liens"). Assignee hereby accepts such assignment and assumes and agrees to perform the obligations of Assignor arising thereunder, and the Assumed Obligations, from and after the date hereof.

2. Assignment and Assumption of Intangible Property. Assignor hereby irrevocably sells, conveys, transfers, and assigns to Assignee the Intangible Property and all of Assignor's right, title, and interest thereunder, free and clear of all liens, claims and encumbrances related thereto except for Permitted Liens, and Assignee hereby accepts such assignment and assumes and agrees to perform the obligations of Assignor arising thereunder, and the Assumed Obligations, from and after the date hereof.

3. Equitable Assignment. If the terms of any of the Station Contracts requires a third party consent to assignment and such consent has not been obtained, subject to Section 4.2 of the Purchase Agreement, Assignor shall provide Assignee with the benefits of such Station Contract, and Assignee shall perform the obligations of Assignor arising thereunder. If such consent is obtained, then this Assignment shall be effective to provide for the assignment and assumption thereof without need for further action.

4. Miscellaneous. This Assignment and Assumption may be signed in any number of counterparts with the same force and effect as if all signatures appeared on one and the same instrument, and, to the extent signed and delivered by facsimile transmission or electronic mail in pdf form, shall be treated in all manner and respects as an original agreement or instrument. This Assignment and Assumption is made pursuant to, and does not modify, the Purchase Agreement or any representations, warranties and covenants contained therein.


[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF
STATION CONTRACTS AND INTANGIBLE PROPERTY**

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption as of the date first set forth above.

ASSIGNOR:

BAYSHORE TELEVISION, LLC

By: 
Bruce R. Baker
Managing Manager

ASSIGNEE:

HOFFMAN COMMUNICATIONS, INC.

By: _____
William S. Hoffman
President

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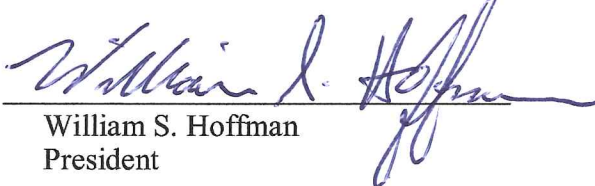
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BAYSHORE TELEVISION, LLC

By: _____
Bruce R. Baker
Managing Manager

ASSIGNEE:

HOFFMAN COMMUNICATIONS, INC.

By:  _____
William S. Hoffman
President