

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, is entered into as of February 2, 2005 between Smith Media Burlington, LLC, a Delaware limited liability company ("**Assignor**") and Lambert Broadcasting of Burlington, LLC, a Delaware limited liability company ("**Assignee**"). Capitalized terms used but not otherwise defined herein shall have their respective meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Channel 22 Television Station, Inc., a Delaware corporation ("**TV Inc.**"), C-22 FCC Licensee Subsidiary, LLC, a Delaware limited liability company ("**FCC Sub**"), and, together with TV Inc., "**Sellers**", and Assignor have entered into an Asset Purchase Agreement, dated as of December 22, 2004 (the "**Purchase Agreement**"), pursuant to which, among other things, Sellers have agreed to sell, transfer, convey and assign to Assignor all of Sellers' right, title and interest in the Assets;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to purchase the Assets and to assume and undertake to pay, discharge and perform when due, the Assumed Liabilities; and

WHEREAS, pursuant to Section 10.3 of the Purchase Agreement, Assignor may assign any of its rights and obligations relating to the License Assets and, subject to the provisions of Section 10.3 of the Purchase Agreement, the Non-License Assets (as defined therein), to Assignee and Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, the right of Assignor under the Purchase Agreement to acquire the License Assets (as defined therein) and the Non-License Assets identified in Exhibit A attached hereto (the "**Designated Assets**").

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor do hereby agree as follows:

1. Sale and Assignment of Assets and Properties. Assignor hereby assigns, transfers, conveys, grants, sets over, releases, delivers, vests and confirms unto Assignee and its successors and assigns, forever, all rights of Assignor to acquire the License Assets and the Designated Assets pursuant to the terms and subject to the conditions of the Purchase Agreement.
2. Assumption of Liabilities. Assignor and Assignee hereby acknowledge that Assignee shall not assume any Assumed Liability, or other liability or obligation except to the extent of those liabilities and obligations arise from ownership of the License Assets and Designated Assets from and after the Closing.
3. Qualification. Assignee hereby represents and warrants to Assignor that it is qualified under applicable Legal Requirements to hold the FCC Authorizations.

4. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Assignor and Assignee.

5. Other Terms. The provisions of Article 10 of the Purchase Agreement, to the extent not inconsistent herewith, shall govern this Agreement.

6. Third Party Beneficiary. Assignor and Sellers acknowledge that Assignee shall be a third-party beneficiary of all rights of Buyer under and pursuant to the Purchase Agreement with respect to the License Assets and the Designated Assets and the obligations to be assumed by Assignee in connection therewith at the Closing.

7. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

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

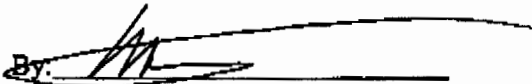
ASSIGNOR:

SMITH MEDIA BURLINGTON, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

LAMBERT BROADCASTING OF
BURLINGTON, LLC

By:  _____
Name: MICHAEL LAMBERT
Title: SALE MANAGER

*Acknowledged and approved
as of the date hereof:*

CHANNEL 22 TELEVISION STATION, INC.

By: _____
Name: _____
Title: _____

C-22 FCC LICENSEE SUBSIDIARY, LLC

By: _____
Name: _____
Title: _____

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

ASSIGNOR:

SMITH MEDIA BURLINGTON, LLC

By: Name: IAN GUTHRIETitle: VP / CFO / TREASURER**ASSIGNEE:**LAMBERT BROADCASTING OF
BURLINGTON, LLC

By: _____

Name: _____

Title: _____

*Acknowledged and approved
as of the date hereof:*

CHANNEL 22 TELEVISION STATION, INC.

By: _____

Name: _____

Title: _____

C-22 FCC LICENSEE SUBSIDIARY, LLC

By: _____

Name: _____

Title: _____

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

ASSIGNOR:

SMITH MEDIA BURLINGTON, LLC

By: _____
Name: _____
Title: _____

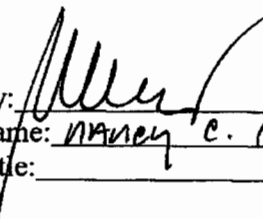
ASSIGNEE:

LAMBERT BROADCASTING OF
BURLINGTON, LLC

By: _____
Name: _____
Title: _____

*Acknowledged and approved
as of the date hereof:*

CHANNEL 22 TELEVISION STATION, INC.

By: 
Name: NANCY C. COOPER
Title: _____

C-22 FCC LICENSEE SUBSIDIARY, LLC

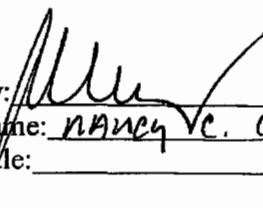
By: 
Name: NANCY C. COOPER
Title: _____

EXHIBIT A

Designated Assets

1. Facilities Lease Agreement dated as of March 26, 2004 by and between Mt. Mansfield Company, Inc., as Lessor, and Channel 22 Television Station, Inc., as Lessee.
2. Short Form lease dated as of June 7, 2004 by and between Mt. Mansfield Company, Inc., as Lessor, and Channel 32 Television Station, Inc., as Lessee.
3. Lease between M. Farrell and S.H. McConaughy, as trustees, for the Station's Studio located at 100 Market Square, Burlington, VT 05401.