

ASSIGNMENT OF AGREEMENTS

THIS ASSIGNMENT OF AGREEMENT is dated as of October 19, 2021 by and between **Coxswain Communications, Inc.**, a Massachusetts corporation, (“Assignor”) and **Coxswain Media LLC**, a Massachusetts limited liability company, (“Assignee”).

WHEREAS, Assignor and Codcomm, Inc. (hereinafter referred to as “Seller”) are parties to a certain Asset Purchase Agreement dated September 27, 2021 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to purchase from Seller substantially all of the assets used in connection with the operation of the Station, as defined in the Purchase Agreement;

WHEREAS, Assignor, Seller and Kalil & Co., Inc. (hereinafter referred to as “**Escrow Agent**”) are parties to a certain Escrow Agreement dated September 27, 2021 (the “**Escrow Agreement**”) in connections with Assignor’s purchase of the Station.

WHEREAS, Assignor, Seller and Escrow Agent are parties to a certain Holdback Escrow Agreement dated September 27, 2021 (the “**Holdback Escrow Agreement**”) in connection with Assignor’s purchase of the Station.

WHEREAS, Assignee is a Manager managed limited liability company and its Manager is Stephen Chessare.

WHEREAS, Assignor wishes to assign, convey and transfer to Assignee all of Assignor’s rights, title, and interest in the Purchase Agreement, the Escrow Agreement and the Holdback Escrow Agreement, and Assignee wishes to accept and obtain all such rights, title, and interest.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, mutually agree as follows:

1. **Assignment.** Assignor hereby assigns, conveys, transfers and delivers to Assignee all of Assignor’s rights, title and interest in, under and to (i) the Purchase Agreement, (ii) the Escrow Agreement and (iii) the Holdback Escrow Agreement; provided, however, that Assignor agrees to remain secondarily liable under the Purchase Agreement, the Escrow Agreement and the Holdback Escrow Agreement.

2. **Assumption.** Assignee hereby accepts the assignment of Assignor’s right, title and interest in, under and to (i) the Purchase Agreement, (ii) the Escrow Agreement and (iii) the Holdback Escrow Agreement, and hereby assumes, undertakes and agrees to perform and discharge all of Assignor’s duties and

obligations under (i) the Purchase Agreement, (ii) the Escrow Agreement, and (iii) the Holdback Escrow Agreement.

3. **Ratification.** Except as expressly modified or amended under this Assignment, all terms and conditions of the Purchase Agreement, the Escrow Agreement and the Holdback Escrow Agreement shall remain in full force and effect. Each such agreement as hereby modified, is ratified and confirmed in each and every respect.

4. **Governing Law.** This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

5. **Counterparts.** This Assignment may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement which shall be binding on Assignor and Assignee notwithstanding that both parties are not signatories to the same counterpart or counterparts.

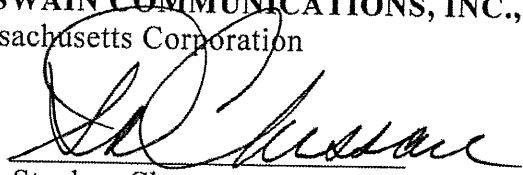
6. **Further Assurances.** Assignor and Assignee hereby agree to execute, acknowledge and deliver such other statements, certificates, affidavits, instruments, and other documents as may be reasonably requested in order to confirm, perfect, evidence or otherwise effectuate the assignment and assumption effected hereby.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Agreement effective as of the date first written above.

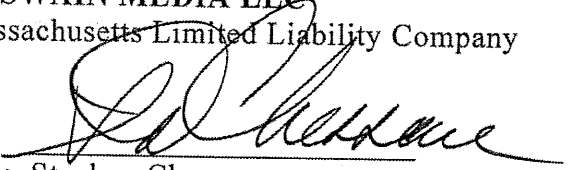
ASSIGNOR:

COXSWAIN COMMUNICATIONS, INC.,
a Massachusetts Corporation

By: 
Name: Stephen Chessare
Its: President

ASSIGNEE:

COXSWAIN MEDIA LLC
a Massachusetts Limited Liability Company

By: 
Name: Stephen Chessare
Its: Manager