

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT (this "*Assignment and Assumption*"), dated as of December 1, 2011, is by and between CBS Radio Stations Inc., a Delaware corporation ("*Assignor*"), and CBS International Inc., a Delaware corporation ("*Assignee*").

WITNESSETH:

WHEREAS, Assignor has entered into an Asset Purchase Agreement, dated as of October 21, 2011 (the "*Purchase Agreement*;" capitalized terms used but not defined herein have the meaning ascribed thereto in the Purchase Agreement), with Family Stations, Inc., a California not-for-profit corporation; and


WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Assignor desires to assign to Assignee its rights under the Purchase Agreement (the "*Rights*") to purchase certain of the assets relating to radio broadcast station WFSI(FM), Annapolis, Maryland, Facility ID No. 20983, and Assignee desires to accept such assignment and to assume the obligations of Assignor under the Purchase Agreement (the "*Obligations*").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:


1. Assignor does hereby assign, convey and deliver to Assignee all of the Rights.
2. Assignee does hereby accept all of the Rights and assumes and agrees to pay, perform and discharge promptly and fully when due all of the Obligations.
3. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.
4. This Assignment and Assumption 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.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be duly executed as of the day and year first above written.

CBS RADIO STATIONS INC.

By: 
Name: Joseph R. Ianniello
Title: Executive Vice President

CBS INTERNATIONAL INC.

By: 
Name: Joseph R. Ianniello
Title: Executive Vice President and
Chief Financial Officer