

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 3rd day of February 2014 by and between John Jason Bennett (the "Seller") and KCD Enterprises, Inc. (the "Buyer").

Recitals

WHEREAS the Seller holds a Construction Permit issued by the FCC for an FM translator station near Bartlesville, Oklahoma;

WHEREAS, the Buyer would like to obtain the Seller's Construction Permit; and

WHEREAS, Prior FCC approve for the transaction contemplated hereunder is required.

Agreement

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

- 1) The Assignment. Subject to the conditions contained herein, Seller agrees to assign the Construction Permit to Buyer and Buyer hereby agrees to accept the Construction Permit as follows:
 - a) Construction Permit. Buyer shall assign and Seller shall accept the Construction Permit for the following facility: K227CQ (FID#157135).
 - b) Purchase Price. The Purchase Price for the Construction Permit shall be Thirty Thousand Dollars (\$30,000.00).
 - c) Deposit. Concurrent with the execution hereof, Buyer shall pay to Seller a Deposit in the amount of Six Thousand Dollars (\$6,000.00.). If the FCC denies the transfer to the Buyer for any reason outside the scope of the Buyer's control, then the deposit shall be refunded in full, payable within 30 days of the date of the FCC's public notice announcing the dismissal or denial of the proposed transfer. Otherwise, the Deposit shall be applied to the purchase price at closing.
 - d) Application. Within five (5) days of the execution hereof, the parties shall jointly file an assignment application with the FCC seeking FCC consent to the assignment of the Permit from the Seller to the Buyer.
 - e) Closing. Buyer will pay the remaining Purchase Price at close after approval of the Assignment Application for the Permit, whereupon the Seller will provide to the Buyer an instrument of conveyance suitable to Buyer for the Permit. Closing shall

occur in Bartlesville, Oklahoma within fourteen (14) days of the publication of the Public Notice by the FCC announcing approval of the assignment.

- 2) FCC Qualifications. Buyer represents warrants and covenants to Seller that it is qualified to be a Commission licensee and to hold the FCC authorization, which is the subject of this Agreement.
- 3) Transfer Fees and Taxes. The Buyer shall be solely responsible for any and all FCC fees, bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments or fees associated with the purchase of the Construction Permit.
- 4) Future Services. The Seller shall assist the Buyer prepare an application for a license after the facility is constructed. Furthermore, upon Buyer's request at any time within twelve months of closing, the Seller shall provide services to prosecute a single application for a minor modification to the Construction Permit or license referenced herein.
- 5) Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Oklahoma. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Oklahoma. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they possess authority to sign this Agreement and to legally bind the parties to perform all of the terms hereof.

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

KCD Enterprises, Inc.

P.O. Box 1100
Bartlesville, OK 74005

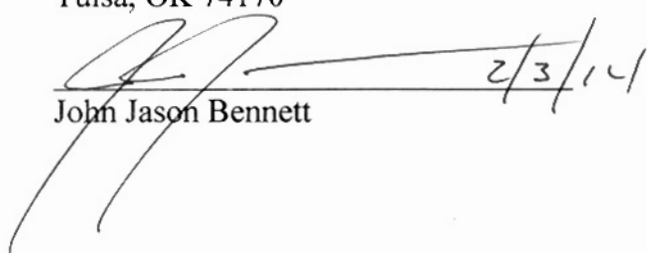


Kevin M. Potter

2-3-14

John Jason Bennett

Box 700042
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John Jason Bennett

2/3/14