

Assignment And Assumption Of Asset Purchase Agreement With Respect to FCC Licenses

THIS ASSIGNMENT AND ASSUMPTION OF ASSET PURCHASE AGREEMENT WITH RESPECT TO FCC LICENSES (this “**Assignment and Assumption**”), dated as of August 1, 2019, is by and between KPOD, LLC, a California limited liability company (“**Assignor**”) and Bicoastal Media Licenses II, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and EUREKA BROADCASTING CO., INC., a California corporation (the “**Seller**”) are parties to a certain Asset Purchase Agreement dated as of August 1, 2019 (the “**APA**”), pursuant to the provisions of which the Assignor agreed to purchase certain of the Seller’s assets, including the licenses granted by the Federal Communications Commission (“**FCC**”) to operate the radio stations listed on Exhibit “A” attached hereto (the “**Stations**”) together with any and all broadcast auxiliary stations, licenses, boosters, translators, waivers, permits or authorizations issued by the FCC and dedicated exclusively to the operation of the Stations (collectively the “**FCC Licenses**”);

WHEREAS, Assignor now desires to assign to the Assignee and Assignee desires to assume the Assignor’s obligations under the APA solely with respect to the FCC Licenses, and Assignee intends to file an application with the FCC seeking its consent to the assignment of the licenses for the Stations from Seller to the Assignee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, all of Assignor’s rights and obligations under the APA solely to acquire the FCC Licenses, and Assignee does hereby accept such assignment of the APA relating to the acquisition of the FCC Licenses, and Assignee hereby assumes the obligations of the Assignor under the APA relating to the transfer and conveyance of the FCC Licenses.
2. This Assignment and Assumption shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.
3. This Assignment and Assumption may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. This Assignment and Assumption shall be governed by and construed and interpreted in accordance with the substantive laws of the State of California, without giving effect to any conflicts of law rule or principle that might require application of the laws of another jurisdiction.


EXHIBIT "A"

- a. KURY (AM), Brookings, Oregon: FCC Facility ID# 35801;
- b. KURY-FM, Brookings, Oregon: FCC Facility ID# 35798; and
- c. K287CF, Brookings, Oregon: FCC Facility ID# 202482

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Asset Purchase Agreement With Respect to FCC Licenses to be duly executed by their duly authorized representatives as of the date first written above.

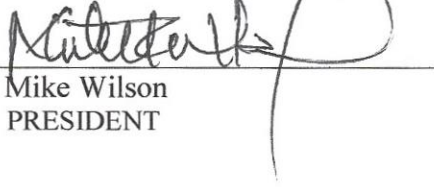
ASSIGNOR:

KPOD, LLC

BY: 
Mike Wilson, PRESIDENT

ASSIGNEE:

BICOASTAL MEDIA LICENSES II, LLC

By: 
Name: Mike Wilson
Title: PRESIDENT