

ASSIGNMENT AND ASSUMPTION OF FCC LICENSES

THIS ASSIGNMENT AND ASSUMPTION OF FCC LICENSES (this “Assignment and Assumption”) dated as of _____, 2014, is made and delivered by and between KEZI, Inc. an Oregon corporation (“Assignor”), to Oregon TV License Company, LLC (the “Assignee”), pursuant to, and subject to the terms of that certain Asset Purchase Agreement, dated as of March 5, 2014 (the “Purchase Agreement”), by and among Assignor, Soda Mountain Broadcasting, Inc., an Oregon corporation, and Oregon TV, LLC (“Buyer”), the sole member of Assignee. Capitalized terms not otherwise defined in this Assignment and Assumption will have the meaning given to such terms in the Purchase Agreement.

WHEREAS, Assignor is the owner of the assets (including the FCC Licenses) used in the operation of KEZI-TV (Fac. ID No. 34406) (the “Station”) pursuant to licenses issued by the Federal Communications Commission (the “FCC”);

WHEREAS, pursuant to Section 13.7 of the Purchase Agreement, Buyer assigned to Assignee the right to assume all right, title and interest of Assignor in and to all of the FCC Licenses applicable to the Station; and

WHEREAS, the FCC has granted its consent to the assignment of the FCC Licenses applicable to the Station from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, and pursuant to the Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignment and Assumption. Effective as of the Closing, Assignor does hereby sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, in each case free and clear of all Liens, other than Permitted Liens, all of Assignor’s right, title and interest in and to the FCC Licenses, and Assignee hereby accepts such assignment and does hereby assume all right, title and interest of Assignor in and to all of the FCC Licenses and does hereby assume and agree to pay, perform and discharge or otherwise satisfy in accordance with their respective terms, all liabilities and obligations arising with respect to the FCC Licenses on or after the Closing Date, including, without limitation, the obligations of Oregon TV, LLC as Buyer under the Purchase Agreement.

2. Governing Law. This Assignment and Assumption is governed by and construed under and in accordance with the laws of the State of Delaware.

3. Conflicts. This Assignment and Assumption is subject to the terms and conditions set forth in the Purchase Agreement and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties and covenants set forth in the Purchase Agreement. If any conflict exists between this Assignment and Assumption and the Purchase Agreement, the Purchase Agreement shall govern and control.

4. Further Assurances. At any time and from time to time after the Closing, each of the parties shall, without further consideration, execute and deliver to the other such additional instruments and shall take such other action as the other may reasonably request to carry out the transactions contemplated by the Purchase Agreement.

5. Counterparts. This Assignment may be executed in multiple counterparts, and by facsimile transmission or electronic mail in pdf. form, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

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

ASSIGNOR:

KEZI, INC.

By: _____
Name: Scott Chambers
Title: President and Chief Operating Officer

ASSIGNEE:

OREGON TV LICENSE COMPANY, LLC

By: _____
Name:
Title: