

ASSIGNMENT OF RIGHT TO ACQUIRE FCC LICENSES

THIS ASSIGNMENT OF RIGHT TO ACQUIRE FCC LICENSES (the "Assignment") is made as of December 1, 2012 by Deerfield Media (Rochester), Inc., a Delaware corporation ("Assignor") to Deerfield Media (Rochester) Licensee, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 1, 2012 (the "Purchase Agreement"), by and among Newport Television LLC, a Delaware limited liability company, Newport Television License LLC, a Delaware limited liability company the ("Newport Parties") and Deerfield Media (Rochester), Inc., the Newport Parties agreed to sell certain of the assets, including the FCC Licenses (as defined in the Purchase Agreement) of television broadcast station WHAM-TV, Rochester, New York ("the Station") to Assignor; and

WHEREAS, Assignor has determined that it is in its best interest to assign to the Assignee the right to acquire the FCC Licenses for the Station from the Newport Parties.

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. Assignor hereby assigns to Assignee the right to acquire from the Newport Parties pursuant to the Purchase Agreement, and Assignee hereby accepts such assignment, the FCC Licenses with respect to the Station, including without limitation, all rights in and to the call letters of the Station and the public inspection file maintained under the rules of the FCC for the Station, and all of those FCC Licenses listed and described on the Schedules to the Purchase Agreement.

2. This Assignment shall be governed by and construed under and in accordance with the laws of the State of Delaware, excluding the choice of law rules thereof.

3. If this Assignment has more than one signatory, it may be executed in multiple counterparts with the same force and effect as if all signatures appeared on one and the same instrument.

4. This Assignment 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 the Purchase Agreement, the Purchase Agreement shall govern and control.

5. Capitalized terms used herein and not defined shall have the respective meanings set forth in the Purchase Agreement.

6. Assignor and Assignee hereby agree, from and after the date hereof, without further consideration, upon the request of either party or its respective successors and assigns, to execute such other documents and to take or cause to be taken such other actions as such

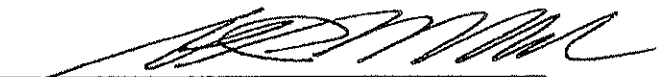
requesting party or its successors may reasonably require in order to obtain the full benefit of this Assignment and the parties' obligations hereunder.

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ASSIGNEE:

DEERFIELD MEDIA (ROCHESTER) LICENSEE,
LLC

BY: DEERFIELD MEDIA (ROCHESTER), INC.,
ITS SOLE MEMBER

By: 
Name: Stephen P. Mumbrow
Title: President

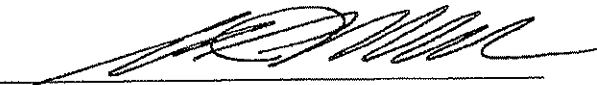
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Right to Acquire FCC Licenses to be duly executed as of the day and year first written above.

ASSIGNOR:

DEERFIELD MEDIA (ROCHESTER), INC.

By: _____


Name: Stephen P. Mumblow
Title: President

[Signature page for FCC Licenses from Parent]