

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of July 6, 2011 (this "Assignment Agreement"), is entered into by and between OTA Broadcasting, LLC, a Delaware limited liability company (the "Assignor"), and OTA Broadcasting (SEA), LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, Assignor and North Pacific International Television, Inc. D.I.P., a Washington corporation and debtor-in-possession ("North Pacific") entered into an asset purchase agreement, made and entered into as of May 27, 2011, as amended as of June 28, 2011, and as further amended as of June 30, 2011 (the "Purchase Agreement"), relating to certain of the assets, authorizations and goodwill of North Pacific;

WHEREAS, the Assignor wishes to assign, and the Assignee wishes to accept and assume, all of Assignor's rights and obligations under the Purchase Agreement; and

WHEREAS, pursuant to Section 27 of the Purchase Agreement, Assignor may assign its rights and obligations thereunder, in whole or in part, to one or more subsidiaries or commonly controlled affiliates of Assignor without seeking or obtaining North Pacific's prior approval.

WHEREAS, Assignee is a subsidiary of Assignor.

NOW, THEREFORE, the undersigned, in consideration of the promises and agreements contained herein, do hereby agree as follows:

1. Assignment and Assumption. In accordance with and subject to the terms, covenants and conditions of this Assignment Agreement, the Assignor does hereby transfer and assign to the Assignee, effective as of the date hereof, its rights and obligations under the Purchase Agreement, and the Assignee does hereby accept such transfer and assignment and assumes and agrees to perform and be liable for the obligations and liabilities of the Assignor arising under, and in connection with, the Purchase Agreement in the same manner and to the same extent that the Assignor would be required to perform and be liable if no such assignment had taken place.

2. Further Assurances. The Assignor and the Assignee, from time to time, shall execute, acknowledge, deliver and perform, or cause to be executed, acknowledged, delivered and performed, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be necessary or proper to carry out the provisions and intent of this Assignment Agreement.

3. Binding Effect. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. Escrow. If the closing contemplated by the Purchase Agreement is consummated, Assignee shall, upon such closing, reimburse to the Assignor the Escrow Deposit

(as defined in the Purchase Agreement) to the extent such Escrow Deposit was credited to Assignee's payment of the Purchase Price (as defined in the Purchase Agreement) under the Purchase Agreement and simultaneously, Assignor shall make a capital contribution to Assignee in the amount of such Escrow Deposit.

5. Counterparts. This Assignment Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

6. Governing Law. This Assignment Agreement shall be governed by, and interpreted in accordance with the governing law of the State of Washington, without regard to the "Choice of Law" provisions thereof.

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

ASSIGNOR:

OTA BROADCASTING, LLC

By: William Tolpegin
Name: William Tolpegin
Title: Chief Financial Officer

ASSIGNEE:

OTA BROADCASTING (SEA), LLC

William Tolpegin
By: OTA Broadcasting, LLC, as the sole
Member of OTA Broadcasting (SEA), LLC