

Asset Purchase Agreement

This Asset Purchase Agreement ("Agreement") is made effective this July 17, 2013 (the "Effective Date"), by and between LPTV Channel Holdings, LLC, a Delaware, Limited Liability Company ("Buyer"), and King Forward, Inc ("Seller"), a Florida Corporation.

Whereas, Seller possesses a construction permit for low power television station W41DW-LD, Augusta, GA, (including any distributions or proceeds arising from or in relation to the station following the Effective Date, the "Station");

Whereas, Seller desires to sell the Station and Buyer desires to buy the Station;

Now, Therefore, Buyer and Seller agree as follows:

TERMS OF SALE

1.1 Assets to be transferred. The construction permit for the Station shall be conveyed from the Seller to the Buyer on the Closing Date. Except as provided in section 1.4, no other assets, tangible or intangible, are involved in this transaction. Buyer is not assuming any liabilities, claims or obligations of the Seller.

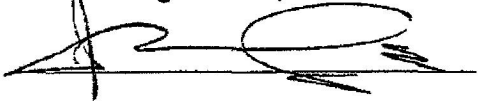
1.2 Assignment Application. Within five business days of the Effective Date, Buyer and Seller will jointly complete and file with the Federal Communications Commission (the "FCC") an FCC Form 345 application seeking permission to assign the Station from Seller to Buyer. Seller shall pay the filing fee for this application and shall file the application.

1.3 Purchase Price Payment. In consideration of the transfer by Seller to Buyer of the Station, Buyer shall pay to Seller the sum of \$16,000.00 ("Purchase Price"). To the extent Seller receives any distributions or proceeds on account of the Station following the Effective Date, Seller shall promptly transfer such distributions or proceeds to the Buyer.

1.4 Closing. Closing on the sale of the Station shall occur on the first business day after the FCC provides written consent for the assignment of the Station's license from Seller to Buyer ("Closing Date"). On the Closing Date, Seller shall deliver to Buyer a fully executed Bill of Sale. If the FCC shall fail to provide written consent for the assignment of the Station on or prior to October 15, 2013 (the "Termination Date" which date shall be subject to extension by the Buyer in its sole and absolute discretion), Seller (or its affiliate), at Buyer's option, shall, for no additional consideration, (i) transfer to Buyer another construction permit for low power television station with appropriate FCC consents that Buyer deems reasonably equivalent in value to the Station and/or (ii) provide Buyer with an access and license agreement reasonably acceptable to the Buyer, granting Buyer the right to use the Station for a period of not less than twenty (20) years.

1.5 Miscellaneous. The laws of the State of Florida shall govern this Agreement. This written Agreement embodies all terms of the parties understanding and may not be amended except by written instrument executed by both Buyer and Seller.

Seller: King Forward, Inc.



By: JOHN KYLE

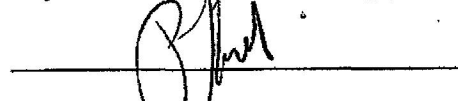
PRESIDENT

Title

JULY 17, 2013

Date

Buyer: LPTV Channel Holdings, LLC



By: PETER FINELLI

MANAGING MEMBER

Title

JULY 17, 2013

Date