

## ASSIGNMENT AND ASSUMPTION OF ASSET PURCHASE AGREEMENT

This Assignment and Assumption of Asset Purchase Agreement (“Assignment and Assumption”), dated as of February 15, 2012, is entered into by and between Christopher Roth, an individual (“Assignor”) and Salem Media of Virginia, Inc., a Virginia corporation (“Assignee”) and is made pursuant to the Agreement to Assume Asset Purchase Agreement For WKDL(AM) (the “Agreement”) and Section 10.3 of the Purchase Agreement (hereinafter defined).

WHEREAS, Metro Radio, Inc., a Virginia corporation (“Seller”) and Assignor entered into an Asset Purchase Agreement, dated as of February 3, 2012 (the “Purchase Agreement”), pursuant to which, among other things, Seller and Assignor agreed that Seller will sell and Assignor will acquire substantially all of the assets of Seller relating to radio station WKDL(AM), Warrenton, Virginia (FCC Facility ID No. 53368) (“the Station”) of Seller (as defined in the Purchase Agreement) upon the terms and conditions set forth therein.

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

1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in and to the Purchase Agreement.
2. Assignee hereby assumes and undertakes to pay, to satisfy, and to discharge the liabilities, obligations, and commitments of Assignor under the Purchase Agreement from the date hereof, including payment of the Purchase Price to Seller pursuant to Section 1.4 of the Purchase Agreement.
3. This Assignment and Assumption is intended to effect an assignment to Assignee, in connection with the consummation of the transactions contemplated by the Purchase Agreement, as permitted by Section 10.3 thereof, and is made without representation and warranty except as provided in and by the Purchase Agreement. This Assignment and Assumption is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, to limit, or to qualify any provision of the Purchase Agreement.
4. Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to them in the Purchase Agreement.
5. This Assignment and Assumption may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed and delivered effective as of the date first written above.

**CHRISTOPHER ROTH**

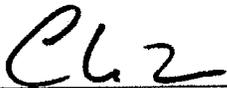
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Christopher Roth

**SALEM MEDIA OF VIRGINIA, INC.**

By \_\_\_\_\_  
Evan D. Masyr  
Senior Vice President, CFO

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed and delivered effective as of the date first written above.

**CHRISTOPHER ROTH**

  
\_\_\_\_\_  
Christopher Roth

**SALEM MEDIA OF VIRGINIA, INC.**

By \_\_\_\_\_  
Evan D. Masyr  
Senior Vice President, CFO