

ASSIGNMENT OF CONTRACT

THIS ASSIGNMENT OF CONTRACT, by and between UDO Investors XIV, LLC, a California limited liability company, the undersigned Assignor ("Assignor") and Una Vez Mas, LP, a Delaware limited partnership ("Assignee") is dated as of June 22, 2007.

WHEREAS, Assignor is party to that Asset Purchase Agreement between itself and L4 Media Group, LLC ("L4"), dated May 17, 2007 (the "Agreement") for the purchase of television station WUVM-LP, Atlanta, Georgia (the "Station") and the assignment of Station's license to Assignor;

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to assume all of Assignor's rights and interests in the Agreement pursuant to the terms hereof;

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreements, representations and warranties contained in this Agreement and subject to the terms and conditions contained herein, Assignee and Assignor agree as follows:

1. Upon no less than thirty (30) days following the execution hereof, Assignee shall pay to Assignor Four Hundred Fifty Thousand Dollars (\$450,000) by wire to an account designated in writing by Assignor.
2. Pursuant to Section 9.8 of the Agreement, L4's consent is not necessary.
3. Assignor warrants and represents that said contract is in full force and effect and is fully assignable.
4. Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor under the contract and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee. The Assignee shall be require to pay all monies remaining to be paid under the contract and all corresponding rights thereunder.
5. Assignor warrants that the contract is without modification, and remains on the terms contained. Assignor further warrants that it has full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.
6. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

ASSIGNOR: UDO Investors XIV, LLC

 CO-PRES

By: Elliot S. Zorensky

Date: 6/22/07

ASSIGNEE: UNA VEZ MAS, LP

By: Una Vez Mas GP, LLC Its: General Partner



By: Randy E. Norberg, President

Date: 6/22/07