

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of October 18, 2010, by and between Irmingard Klebe, ("Assignor") and Kristina H. Klebe ("Assignee")

### WITNESSETH:

WHEREAS, Assignor seeks to assign to Assignee all of Assignor's right, title and interest in and to certain assets and to assign to Assignee certain liabilities; and

WHEREAS, Assignee seeks to accept the assignment from Assignor of the assets and to assume the liabilities of Assignor,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assets and Consideration. Subject to the prior approval of the Federal Communications Commission ("FCC") through the filing of an FCC assignment application to which this Agreement will be attached, Assignor hereby assigns, transfers, conveys and delivers to Assignee 1000 shares of common stock in Hawkeye Communications, Inc. ("Hawkeye"), including all licenses and authorizations issued by the Federal Communications Commission ("FCC") used in connection with the construction permit for a new FM broadcast station on Channel 255 at Rosendale, New York (call sign 960111MN), owned or held by Hawkeye, for the sum of \$10.00 (TEN DOLLARS) to be paid at closing on the day that the FCC grants the proposed assignment. Assignee hereby accepts the assignment, transfer, conveyance and delivery from Assignor of all said 1000 shares in Hawkeye, subject to FCC approval.
2. Liabilities. Assignor hereby assigns, transfers, conveys and delivers to Assignee all liabilities and obligations of each and every nature whatsoever of Assignor pertaining to Hawkeye. Assignee hereby accepts the assignment, transfer, conveyance and delivery from Assignor of all of Assignor's liabilities and obligations of each and every nature whatsoever pertaining to Hawkeye. Assignee shall assume and pay, discharge and perform hereafter all of the obligations and liabilities of Assignor hereunder as of the consummation date of this Agreement.
3. Confirmation. Assignor and Assignee shall hereafter prepare and execute any document or documents and perform any action or actions that may be necessary, appropriate or requested by any governmental authority to give effect to the intent of the parties hereto to put Assignee in the same position as Assignor in all respects as of the date of this Agreement, with respect to the assets and liabilities of Assignor pertaining to Hawkeye.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first written above.

By:   
Irmingard Klebe, Assignor

By:   
Kristina H. Klebe, Assignee