

## **ASSIGNMENT**

**THIS ASSIGNMENT** (this "Assignment"), is made this 26th of October, 2012 (the "Effective Date"), by and between Sinclair Broadcast Group, Inc., a Maryland corporation ("Assignor") and Sinclair Communications, LLC, a Maryland limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to collectively in this Assignment as the Parties.

## **BACKGROUND**

By an Asset Purchase Agreement dated October 25, 2012 (the "Agreement"), Assignor and UTV of Baltimore, Inc. and Fox Television Stations, Inc. (collectively "Sellers") have entered into an agreement pursuant to which Sellers have agreed to sell substantially all of the assets of television broadcast station WUTB-TV Baltimore, Maryland (the "Station") to Assignor and Assignor has agreed to assume certain of the liabilities from Sellers related to the Station.

Assignor has determined that it is in its best interest to assign its rights under the Agreement to Assignee.

Pursuant to the provisions of Section 13.06 of the Agreement, Assignor desires to assign its rights under the Agreement to Assignee and Assignee has agreed to accept from Assignor such assignment.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **ASSIGNMENT**. As of the Effective Date, pursuant to Section 13.06 of the Agreement, Assignor assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and benefits and obligations arising under the Agreement.

2. **ACCEPTANCE**. Assignee hereby accepts all of Assignor's right, title, and interest in and benefits and obligations arising under the Agreement and assumes all of the terms, covenants, obligations and conditions required to be performed by Assignor under the Agreement from and after the Effective Date.

3. **INDEMNIFICATION**.

3.1. **By Assignee**. Assignee shall indemnify and hold harmless Assignor from and against all expenses, liabilities, claims, demands, debts, dues, proceedings, actions, and causes of action, including reasonable attorneys' fees, arising under or in connection with the Assignor's rights and obligations under the Agreement.

3.2. **By Assignor.** Assignor shall indemnify and hold harmless Assignee from and against all expenses, liabilities, claims, demands, debts, dues, proceedings, actions, and causes of action, including reasonable attorneys' fees, arising under or in connection with the Agreement.

4. **CONTINUANCE OF OBLIGATIONS OF ASSIGNOR.** The Assignor shall remain liable under the terms and conditions of the Agreement, and nothing in this Assignment shall relieve the Assignor of any of its obligations under the Agreement.

5. **THIRD PARTY CONSENTS.** Assignor shall be solely responsible for any third party consents necessary in connection with this Assignment.

(signatures on the following page)

3.2. **By Assignor.** Assignor shall indemnify and hold harmless Assignee from and against all expenses, liabilities, claims, demands, debts, dues, proceedings, actions, and causes of action, including reasonable attorneys' fees, arising under or in connection with the Agreement.

4. **CONTINUANCE OF OBLIGATIONS OF ASSIGNOR.** The Assignor shall remain liable under the terms and conditions of the Agreement, and nothing in this Assignment shall relieve the Assignor of any of its obligations under the Agreement.

5. **THIRD PARTY CONSENTS.** Assignor shall be solely responsible for any third party consents necessary in connection with this Assignment.

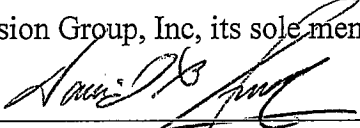
WITNESS the hands and seals of the parties the date first above written.

SINCLAIR BROADCAST GROUP, INC.

By:  (SEAL)  
David B. Amy, EVP/CFO

SINCLAIR COMMUNICATIONS, LLC

By: Sinclair Television Group, Inc, its sole member

By:   
David B. Amy, Secretary