

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (this “Assignment and Assumption”), dated September 13, 2013, is by and between Telemundo Rio Grande Valley, LLC, a Delaware limited liability company (“Assignor”), and NBC Telemundo License LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor, Sunbelt Multimedia Company, a Texas corporation, Multimedia Associates, Ltd., a Texas limited partnership and W. Lawrence Patrick, Receiver for Sunbelt Multimedia Co. (solely in his representative capacity as receiver) have entered into an asset purchase agreement (the “Purchase Agreement”) dated as of August 28, 2013; and

WHEREAS, pursuant to the Purchase Agreement, Assignor may assign to one or more of its Affiliates the right to purchase all or a portion of the Assets, in whole or from time to time in part, without the consent of any of the Sellers; and

WHEREAS, Assignee is an Affiliate of Assignor; and

WHEREAS, Assignor desires to assign, and Assignee desires to accept assignment, of Assignor’s right under the Purchase Agreement to purchase all of the right, title and interest of each Seller to the FCC Authorizations and the Affiliation Agreement (the “Assigned Rights”); and

WHEREAS, assignment of the Assigned Rights hereunder is not expected to materially delay FCC Consent or Closing.

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. All capitalized terms used in this Assignment and Assumption but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignor does hereby assign and transfer to Assignee the Assigned Rights, and Buyer hereby accepts said assignment.
3. Any provision of this Assignment and Assumption may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment and Assumption, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. If any provision of this Assignment and Assumption is hereafter construed to be invalid or unenforceable (including in any particular jurisdiction), the same shall not affect the remainder of the provisions or the enforceability thereof in any other jurisdiction, which shall be given full effect, without regard to the invalid portions or unenforceable provisions.

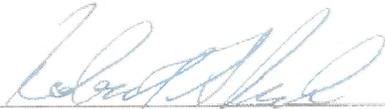
4. The provisions of this Assignment and Assumption shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. This Assignment and Assumption shall be governed by and construed in accordance with the law of the State of Texas (and United States law, to the extent applicable), without regard to the conflicts of law rules of such state.
6. This Assignment and Assumption may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment and Assumption shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto, which counterpart may be delivered via facsimile, PDF or other electronic means.

[signature page follows]

IN WITNESS WHEREOF, Sellers and Buyer have executed and delivered this Assignment and Assumption Agreement on September 12, 2013.

ASSIGNOR:

TELEMUNDO RIO GRANDE VALLEY, LLC

By: 

Name: Robert S. Pick

Title: Senior Vice President

ASSIGNEE:

NBC TELEMUNDO LICENSE LLC

By: 

Name: Manuel Abud

Title: Co-President