

**ASSIGNMENT AND**  
**GENERAL INSTRUMENT OF TRANSFER OF**  
**MEMBERSHIP INTEREST**

WHEREAS, GoodRadio.TV, LLC, a Florida limited liability company (the "Transferor"), is the sole member of Dean Radio.TV Company-Newton, LLC, a Florida limited liability company (the "Company"); and

WHEREAS, the Transferor desires to assign, transfer and deliver to GoodRadio.TV Holdings, LLC, a Florida limited liability company (the "Transferee"), and the Transferee desires to acquire and take assignment and delivery of, the entire membership interest of the Company owned by the Transferor (the "Transferred Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Transferor warrants that it has good, marketable and indefeasible title to the Transferred Interest and the absolute right to assign, transfer and deliver the Transferred Interest to the Transferee, free and clear of all claims, security interests, liens, pledges, charges, escrows, options, proxies, security agreements or any other limitation or encumbrance of any kind, other than those encumbrances set forth in Schedule A attached hereto.

2. The Transferor hereby assigns, transfers and delivers to the Transferee the Transferred Interest so that the Transferee becomes the sole member of the Company. The Transferee hereby consents to and accepts such assignment, transfer and delivery of the Transferred Interest.

3. The Transferor and the Transferee shall take all necessary actions, obtain consents from third-party lenders (as applicable), and make, execute and deliver any other instruments, papers or documents, which shall or may be reasonably necessary or proper to assign, transfer and deliver the Transferred Interest to the Transferee.

4. This instrument shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

5. This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

**[Signature Page Follows Below.]**

IN WITNESS WHEREOF, the undersigned have made this Assignment and General Instrument of Transfer effective as of \_\_\_\_\_, 2007.

**TRANSFEROR:**

GOODRADIO.TV, LLC,  
a Florida limited liability company

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By: Dean Goodman  
Its: Manager

**TRANSFeree:**

GOODRADIO.TV HOLDINGS, LLC,  
a Florida limited liability company

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By: Dean Goodman  
Its: Manager