

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (herein after referred to as "Agreement") is made and entered into between Park County, Wyoming, with offices located at Cody, Wyoming (herein after referred to as "Assignor") and MMM License II LLC, with offices located at Billings, MT (herein after referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor is the holder of Federal Communications Commission (FCC) License K65BW and associated Displacement Construction Permit K17JB-D (hereinafter referred to as "FCC Licenses"); and owner of certain transmission, reception, and ancillary equipment (herein after referred to as "Translator Equipment") used for the operation of a Television Translator Station, under the authority of the aforementioned FCC Licenses and that said Translator Equipment is located at Spring Creek, serving the Meeteetse area of Park County, Wyoming.

WHEREAS, Assignor desires to transfer, assign and convey all of Assignor's rights, titles, obligations, liabilities and interests in the FCC Licenses and Translator Equipment to Assignee, and Assignee desires to assume all of Assignor's rights, titles, obligations, liabilities, and interests in the FCC Licenses and Translator Equipment in accordance with the terms and conditions of this Agreement.

WHEREAS, Assignor and Assignee both realize that any transfer, assignment and conveyance of FCC Licenses and Translator Equipment is contingent upon final approval of the Federal Communications Commission (FCC).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below.

1. FCC Application: Assignor and Assignee shall cooperatively file with the Federal Communications Commission (FCC) the appropriate forms to apply for permission to assign the FCC Licenses to Assignee, and comply with any requirements directly related to filing said forms.
2. Assignment: Effective as of the Effective Date, Assignor hereby transfers, assigns, conveys and sets over unto Assignee all of Assignor's rights, titles and interests in FCC Licenses and Translator Equipment, without warranty.
3. Assumption: Assignee, for itself, its successors and assigns, hereby accepts the transfer, assignment, and conveyance of FCC Licenses and Translator Equipment from Assignor and agrees to perform, fulfill, and discharge, all duties and obligations related to such assumption, along with all duties and obligations related to the operation of the Television Translator Station itself.

4. Inventory: Assignee agrees to take complete responsibility for any inventory of Translator Equipment related to this Agreement, and reconcile said inventory with the Assignor as part of the final fulfillment of this Agreement.
5. Effective Date: The Effective Date for this Agreement shall be the date that the Federal Communications Commission rules favorably on the FCC Forms and Applications and grants the assignment of FCC Licenses.
6. Should the Federal Communications Commission rule unfavorably upon the FCC Forms or Applications and not allow assignment of FCC Licenses, then this Agreement shall be considered null and void.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed in its name by its representative thereunto duly authorized on the date indicated below.

PARK COUNTY, WYOMING
(Assignor)

By: Michael D. Connor

Date: 08-04-2011

Title: CIO

ACCEPTED AND AGREED:
MMM License II LLC
(Assignee)

By: mt-falke

Date: 8/4/2011

Title: DIRECTOR OF ENGINEERING