

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 5th day of April 2012 by and between Happy Dog Communications, LLC (HDC) ("Buyer") and ROBERT RIES. (OWNER)

Recitals

WHEREAS **ROBERT RIES** has owned and operated FM translator K224CJ (PHOENIX, AZ)

WHEREAS, Buyer would like to obtain the **ROBERT RIES** Licenses and Equipment.

WHEREAS, Prior FCC approve for the transactions contemplated hereunder is required.

Agreement

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Assignment. Subject to the conditions contained herein, **ROBERT RIES** agrees to assign and Buyer agrees to purchase the Licenses for both FM Translator stations:
 - (a) Purchase Price. The Purchase Price for the Licenses and Equipment shall be \$1.00.
 - (b) Deposit. NONE
 - (c) Application. Within five (5) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").
 - (d) Closing. Buyer will pay the Purchase Price and All Closing Cost.
 - (e) Exclusivity and Confidentiality. The parties agree that from the date hereof neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the License. Further, the parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.
2. FCC Qualifications. Buyer represents warrants and covenants that it is qualified to be a Commission licensee and to hold the FCC authorization which is the subject of this Agreement.

3. Transfer Fees and Taxes. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments, engineering fees or FCC fees associated with the purchase of the License.
4. Broker Fee: NONE
5. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Arizona. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Arizona. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof.

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

Happy Dog Communications, LLC
13885 E. Yucca Street
Scottsdale, AZ 85259

By: 
Ken Brentlinger

Robert Ries
14023 North 81 Street
Scottsdale, AZ 85260

By: 
Robert Ries