

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption is made this 9th day of May, 2005 by and between K-TWO TV of Wyoming, Inc. ("K-TWO") and Silverton Broadcasting Company, LLC ("SBC"). Capitalized terms used and not otherwise defined herein shall have the meaning assigned to them in the Purchase Agreement (defined below).

WHEREAS, K-TWO and Wyoming Channel 2, Inc. ("Seller") entered into that certain Asset Purchase Agreement dated as of August 14, 2004 (the "Purchase Agreement") pursuant to which K-TWO agreed to purchase all of Seller's right, title and interest in and to the Station Assets (as defined in the Purchase Agreement);

WHEREAS, K-TWO and Seller entered into a Time Brokerage Agreement ("TBA") on March 1, 2004; and;

WHEREAS, K-TWO desires to assign its rights and obligations under the Purchase Agreement and TBA to SBC;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto agree as follows:

1. K-TWO hereby assigns its rights and obligations under the Purchase Agreement and TBA to SBC and SBC hereby accept and assumes such assignment.
2. SBC agrees to be bound by all of the covenants, terms and obligations in the Purchase Agreement to be performed by K-TWO thereunder.
3. At the Closing of SBC's acquisition of the Station Assets under the Purchase Agreement, SBC will pay K-TWO the full amount that K-TWO has already paid to Seller, as of that date, under the Purchase Agreement, and assume the obligations of future payments thereunder.
4. The assignment of the TBA to SBC, and SBC's commencement of its performance thereunder, shall take place on June 1, 2005.
5. This Assignment and Assumption is intended solely for the benefit of the parties hereto and shall not create any liabilities to any other parties or expand any liabilities to any other parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption
as of the date first written above.

K-TWO OF WYOMING, INC.

By: *Cheryl Kaupp*
Cheryl Kaupp
President

**SILVERTON BROADCASTING CO.,
LLC**

By: _____
Bany Silvertan,
Member

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption
as of the date first written above.

K-TWO OF WYOMING, INC.

By: _____
Cheryl Kaupp
President

**SILVERTON BROADCASTING CO.,
LLC**

By: Barry Silverton
Barry Silverton,
Member