

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of June 4, 2014, is made and delivered by and between Mission Broadcasting, Inc., a Delaware corporation ("Assignor"), and Marshall Broadcasting Group, Inc., a Texas corporation ("Assignee").

**WHEREAS**, Assignor and Nexstar Broadcasting, Inc. ("Nexstar") are parties to an Asset Purchase Agreement dated April 24, 2013 (the "CCA APA") with respect to television stations KMSS-TV, Shreveport, Louisiana and KPEJ-TV, Odessa, Texas (the "CCA Stations"), pursuant to which Nexstar has agreed to sell to Assignor, and Assignee has agreed to purchase from Nexstar, all right, title and interest of Nexstar, in and to the Station Assets (as defined in the CCA APA).

**WHEREAS**, Assignor and Nexstar are parties to an Asset Purchase Agreement dated November 6, 2013 (the "Grant APA" and collectively with the CCA APA, the "Purchase Agreements") with respect to television station KLJB, Davenport, Iowa (the "Grant Station"), pursuant to which Nexstar has agreed to sell to Assignor, and Assignee has agreed to purchase from Nexstar, all right, title and interest of Nexstar, in and to the Station Assets (as defined in the Grant APA).

**WHEREAS**, by this Assignment and Assumption, Assignor desires to transfer and assign to Assignee, and Assignee desires to receive and assume from Assignor, all of Assignor's rights and obligations under the Purchase Agreements.

**WHEREAS**, Assignor and Assignee request that Nexstar consent to this Assignment and Assumption.

**NOW, THEREFORE**, for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby grants, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in, under and to the Purchase Agreements. Assignee does hereby accept such assignment by Assignor, does hereby assume and agree to pay, perform, discharge or otherwise satisfy, in accordance with their respective terms, each of the Purchase Agreements.
2. Effectiveness. This Assignment and Assumption will be effective as of the date hereof.
3. Release. By its consent, from and after the date hereof, Nexstar hereby releases Assignor from any and all obligations of Assignor under the Purchase Agreements.
4. Binding Effect. This Assignment and Assumption Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. Except for the parties to this Assignment and Assumption Agreement (including Nexstar) and each of their respective successors and assigns, no person or entity is or will be

entitled to bring any action to enforce any provision of this Assignment and Assumption Agreement against any of the parties

5. Further Assurances. After the date hereof, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

6. Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof or any other principle that could result in the application of the laws of any other jurisdiction.

7. Counterparts. This Agreement may be executed in multiple counterparts, and by facsimile transmission or electronic mail in pdf form, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

*[The remainder of this page intentionally left blank.]*

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

**ASSIGNOR:**

**MISSION BROADCASTING, INC.**

By:   
Name: Dennis Thatcher  
Title: President

**ASSIGNEE:**

**MARSHALL BROADCASTING GROUP, INC.**

By: \_\_\_\_\_  
Name: Pluria Marshall, Jr.  
Title: President

Consented to as of the date first above written by:  
**NEXSTAR BROADCASTING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO CONTRACT BILL OF SALE & ASSIGNMENT AND ASSUMPTION AGREEMENT]

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

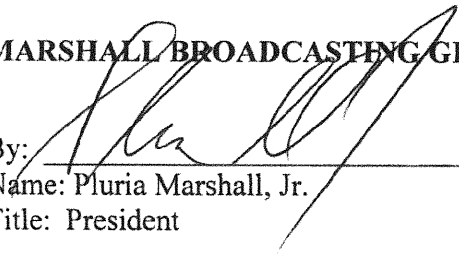
**ASSIGNOR:**

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By: \_\_\_\_\_  
Name: Dennis Thatcher  
Title: President

**ASSIGNEE:**

**MARSHALL BROADCASTING GROUP, INC.**

By:  \_\_\_\_\_  
Name: Pluria Marshall, Jr.  
Title: President

Consented to as of the date first above written by:  
**NEXSTAR BROADCASTING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

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By: \_\_\_\_\_  
Name: Dennis Thatcher  
Title: President

**ASSIGNEE:**

**MARSHALL BROADCASTING GROUP, INC.**

By: \_\_\_\_\_  
Name: Pluria Marshall, Jr.  
Title: President

Consented to as of the date first above written by:  
**NEXSTAR BROADCASTING, INC.**

By:  \_\_\_\_\_  
Name:  
Title: **Thomas E. Carter**  
**Executive Vice President &**  
**Chief Financial Officer**