

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is made as of [date], by and between the Anchorage Broadcast Television Consortium, Inc. ("Seller") and Affiliated Media, Inc. FCC Trust ("Buyer").

WHEREAS, Seller has agreed to sell to Buyer certain assets owned by Seller set forth on Attachment I hereto (the "Stations"), including (i) the licenses, permits and other authorizations relating to the Stations issued to the Seller by the Federal Communications Commission ("FCC") or any other governmental authority as listed on Attachment I (the "Authorizations") and (ii) all records and files (including FCC files) relating to the Stations, referred to herein as, the ("Assets").

NOW THEREFORE, for Two Thousand Five Hundred Sixty Five Dollars (\$2,565.00), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller does hereby agree to sell, assign, transfer and convey to Buyer, and Buyer agrees to assume, Seller's right, title and interest in and to the Assets, subject to, and effective five (5) business days after, the approval of the FCC by final order of the assignment of the Authorizations to Buyer, without conditions materially adverse to Seller or Buyer ("Closing Date").

Seller hereby covenants and warrants to Buyer that it is the lawful owner of the Assets; that the Assets are held free and clear of all debts, security interests, mortgages, trusts, claims, pledges and other liens, liabilities and encumbrances of every kind and nature; and that Seller has the right to sell and transfer the same as aforesaid.

Seller and Buyer acknowledge and agree that the operation of the Stations as currently operated requires the use of certain real property owned or controlled by the State of Alaska (the "Sites") and microwave transport equipment ("Equipment") owned by the Seller. Buyer acknowledges that in order to continue to locate the Stations at the Sites and use Seller's Equipment past October 1, 2011, Buyer will be required to enter into a license agreement with Seller for the continued use of the Sites and Equipment.

Seller will from time to time after the date hereof, without further consideration, execute, acknowledge and deliver all such further assignments, transfers, conveyances, and other documents (including any lease or leases with respect to the use of the real property) as may be required to carry out the intent of this Bill of Sale and Assignment.

Each party hereto shall be solely responsible for all its own costs and expenses in connection with the negotiation and preparation of this Bill of Sale and Assignment and the transactions contemplated hereby.

This Agreement shall be governed by the laws of the State of Alaska.

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have executed this Bill of Sale and Assignments as of the date first written above.

SELLER:
Anchorage Broadcast Television Consortium, Inc.

By: 

BUYER:
Affiliated Media, Inc. FCC Trust

By: 

**Bill Of Sale and Assignment
Attachment I
FCC Licenses to Be Transferred
Buyer: Affiliated Media, Inc. FCC Trust**

Call Sign	Facility ID	Location
K04GP	62841	Alyeska
K15AG	62551	Ninilchik
K56AQ	62816	Kasilof