

## ASSIGNMENT AGREEMENT

This assignment agreement ("Agreement") is entered into as of \_\_\_\_\_, 2016 ("Effective Date") by and between TMA TIG LLC, a Florida corporation (the "Assignor"), and Abrahantes Communications, LLC, a Florida corporation (the "Assignee"). In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. "Assigned Property" means all authorizations issued by the Federal Communications Commission ("FCC") related to the operation of WTAM-LD, Facility Id. No. 168552, Tampa, Florida, and WATV-LD, Facility Id. No. 67101, Orlando, Florida.

2. Assignment. Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Property. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement or misappropriation prior to the Effective Date as well as the right to grant releases for past infringements.

3. Representations and Warranties. Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Assigned Property; Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property.

4. Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of Florida without reference to its conflict of Laws provisions.

WHEREAS, the Assignor wishes to transfer and assign to the Assignee all of the Assignor's rights and interests in and to, and obligations under, WTAM-LD and WATV-LD FCC Broadcasting Licenses and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations;

WHEREAS, Marlen Abrahantes is currently the holder of ONE HUNDRED PERCENT (100%) of the Membership Interest of TMA TIG LLC ("Assignor");

WHEREAS, Marlen Abrahantes is currently the holder of ONE HUNDRED PERCENT (100%) of the Membership Interest of Abrahantes Communications, LLC ("Assignee");

WHEREAS, the FCC has approved the assignment of the WATV-LD and WTAM-LD Broadcasting Licenses from Assignor to Assignee;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor, hereby grants, bargains, sells, conveys and assigns onto the Assignee all of its right, title and interest in the WATV-LD and WTAM-LD Broadcasting Licenses. As a result of this transaction,

Abrahantes Communications, LLC shall own ONE HUNDRED PERCENT (100%) of the WATV-LD and WTAM-LD FCC Broadcasting Licenses.

IN WITNESS WHEREOF, the Assignee and Assignor have executed this Assignment Agreement as of the date first set forth above.

TMA TIG LLC

ABRAHANTES COMMUNICATIONS, LLC

[Assignor]

[Assignee]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_