

## **EXHIBIT C**

### **ASSIGNMENT OF LICENSES, PERMITS AND AUTHORIZATIONS**

For value received, ELCOM OF SOUTH DAKOTA, INC., a Delaware corporation ("Assignor"), does hereby grant, assign and convey to SOUTH DAKOTA TELEVISION LICENSE SUB, L.L.C., a Delaware limited liability company ("Assignee"), and Assignee hereby accepts such grant, assignment and conveyance, of all Assignor's right, title and interest in and to (i) the licenses, permits, authorizations and construction permits, including any temporary waiver or special temporary authorization, issued by the Federal Communications Commission ("FCC") related to the operation of television broadcast station KSFY-TV, Sioux Falls, South Dakota and satellite television stations KPRY-TV, Pierre, South Dakota and KABY-TV, Aberdeen, South Dakota (collectively, the "Stations") and all auxiliary facilities licensed by the FCC for operation in connection with any or all of the Stations, and all extensions, additions and renewals thereto or thereof and any applications therefor, and (ii) the licenses, permits, authorizations or certificates that are necessary to construct, own, operate or promote any or all of the Stations granted by administrative law courts or any state, county, city, town, village or other local government authority, and all extensions, additions and renewals thereto and any applications therefor, including, but not limited to, the licenses, permits, other authorizations and applications set forth in Annex A attached hereto and incorporated herein by this reference.

This Assignment of Licenses, Permits and Authorizations is subject in all respects to the terms and conditions of that certain Asset Purchase Agreement dated \_\_\_\_\_, 2003, to which Assignor and Assignee are parties, the terms of which are incorporated herein by reference (the "Purchase Agreement"), and does not create any additional obligations, covenants, agreements, representations or warranties or alter or amend any of the obligations, covenants, agreements, representations or warranties of Assignor or Assignee contained in the Purchase Agreement. Nothing contained in this Assignment of Licenses, Permits and Authorizations shall be deemed to supersede any of the obligations, covenants, agreements, representations or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any inconsistency between this Assignment of Licenses, Permits and Authorizations and the Purchase Agreement, the Purchase Agreement shall control.

This Assignment of Licenses, Permits and Authorizations may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. This Assignment of Licenses, Permits and Authorizations may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission, and any such counterpart executed and delivered via facsimile transmission shall be deemed an original for all intents and purposes.

**[ THE NEXT PAGE IS THE SIGNATURE PAGE. ]**

This Assignment of Licenses, Permits and Authorizations is executed as of this \_\_\_\_ day  
of \_\_\_\_\_ 2004.

ASSIGNOR:

**ELCOM OF SOUTH DAKOTA, INC.**

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

ASSIGNEE:

**SOUTH DAKOTA TELEVISION LICENSE SUB,  
L.L.C.**

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