

ASSIGNMENT AGREEMENT

THIS **ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of the 29th day of November, 2010 by and between **Port Broadcasting, LLC**, ("Buyer") and **Dennis Jackson**, 19 Boas Lane, Wilton, CT 06897-1301 ("DJ").

Recitals

WHEREAS DJ is FCC permittee of a construction permit issued by the FCC for FM translator station W291CC at Sanford, Maine, Facility ID 150780;

WHEREAS, Buyer would like to obtain the DJ Construction Permit; and

WHEREAS, Prior FCC approval for the transactions contemplated hereunder is required.

Agreement

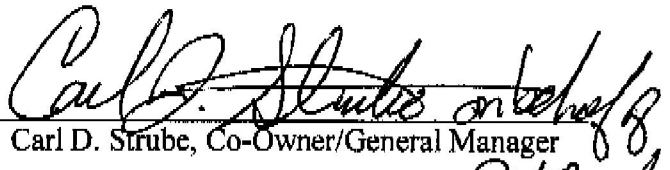
IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Assignment.** Subject to the conditions contained herein, DJ agrees to assign and Buyer agrees to purchase the Construction Permit for the FM Translator station.
2. **Purchase Price.** The Purchase Price for the License shall be Eighty Thousand Dollars (\$80,000) payable as follows: Seventy Thousand Dollars at closing; plus Ten Thousand Dollars on the one year anniversary of the closing date of the purchase or as soon as the translator is on the air in Newburyport, Massachusetts, if that date is sooner than the one year anniversary of the closing date.
3. **Application.** Within ten (10) days after the execution of this Agreement the parties shall jointly file an application for assignment with the FCC (the "Assignment Application").
4. **Closing.** Buyer will pay the Purchase Price after FCC approval of the Assignment Application, whereupon DJ, upon buyer's satisfaction of its financial obligation to DJ, will provide Buyer an instrument of conveyance suitable to Buyer for the Construction Permit or License.

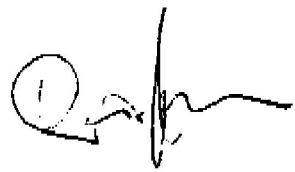
5. Exclusivity and Confidentiality. The parties agree that from the date hereof neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the Construction Permit or License. Further, the parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.
6. FCC Qualifications. Buyer represents warrants and covenants that it is qualified to be a Commission licensee and to hold the FCC authorization which is the subject of this Agreement.
7. Transfer Fees and Taxes. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments, FCC fees associated with the purchase and of the License.
8. Broker Fee Upon grant by the FCC of the assignment application and close by Buyer, Buyer shall pay the sum of \$1,000.00 to Barry Lunderville within ten (10) days after close as total compensation for assisting in the transaction.
9. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of the Commonwealth of Massachusetts. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the Commonwealth of Massachusetts. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof.

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

Port Broadcasting, LLC.
170 Haverhill Street, Suite 133
Andover, MA 01810

By: 
Carl D. Strube, Co-Owner/General Manager
Port Broadcasting, LLC

Dennis Jackson
19 Boas Lane
Wilton, CT 06897-1301


By _____
Dennis Jackson

Location, Facility ID Number	Total	Deposit	At Closing	License Status
Sanford, Maine ID#150780	\$80,000	NA	\$70,000	Construction Permit or License Granted
No equipment is to convey with this transaction				
Balance Payable on one year anniversary of Closing.	\$10,000			Granted