

4. **Closing.** The consummation of the sale of the Purchased Assets contemplated hereby will take place at a closing to be held at Seller's offices on the Effective Date, or at such other place, or by such other means of exchanging documents, as may be agreed to by the parties hereto (the "**Closing**"). At the Closing, (a) Seller shall deliver to Buyer, and Buyer shall have received from Seller, this Agreement, duly executed (an original signature) by Seller, and (b) Buyer shall deliver to Seller, and Seller shall have received from Buyer: (i) full payment of the Purchase Price pursuant to Section 3 above, and (ii) this Agreement, duly executed (an original signature) by Buyer.

3. **Purchase Price.** In consideration of the sale, transfer, conveyance and assignment of all the Purchased Assets to Buyer at the Closing, Buyer shall, at the Closing, pay to the Seller in immediately available funds to the order of Seller by cashier's check or by wire transfer, at Seller's option (pursuant to wire instructions to be provided by Seller to Buyer) the sum of SIXTEEN THOUSAND U.S. DOLLARS (\$14,600.00) (the "Purchase Price").

2. **Passage of Title; Delivery.** At the Closing, title to the Purchased Assets shall pass to Buyer. On the Effective Date, Seller shall make available to Buyer possession of the Purchased Assets, provided however, that the expenses of storing, retrieving, removing and transferring the Purchased Assets shall be borne exclusively by Buyer.

1. **Purchased Assets.** Effective as of the Effective Date, Seller does hereby sell, transfer and assign unto Buyer, subject to the terms and conditions set forth herein, all of Seller's right, title and interest in and to the following assets (the "**Purchased Assets**"): (a) That certain equipment formerly used by Plum Media, Inc. ("**Plum Media**") as set forth on **Schedule 1(a)** attached hereto (the "**Equipment**"); and (b) that certain Federal Communications Commission licenses of Plum Media, as more fully described in **Schedule 1(b)** attached hereto ("**FCC License**"), including, without limitation, all renewal, continuation and enforcement rights in connection therewith. The Purchased Assets are being sold at the Closing (as defined below) to Buyer on an "as is" and "where is" basis, with no representations or warranties other than those specifically set forth below, and subject to any and all pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever (collectively, "**Encumbrances**").

Buyer and Seller hereby agree as follows:

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**") is made as of October 25, 2013, (the "**Effective Date**"), by and between CMBG Advisors Inc., in its sole and limited capacity as assignee for the benefit of creditors of Plum Media, Inc. ("**Seller**"), with principal offices located at 11849 Dorothy Street, Suite 301, Los Angeles, California 90049, and CBTV, Inc., a corporation doing business as Crested Butte Television ("**Buyer**"), with principal offices located at 359 Shavano St, Crested Butte, Colorado 81224.

ASSET PURCHASE AGREEMENT

BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS AND ITS ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

6. Taxes and any Other Charges Related to the Sale. From and after the Closing, Buyer agrees to promptly pay all sales, transfer, use or other taxes, duties, claims or charges imposed on and/or related to the sale of the Purchased Assets under this Agreement by any tax authority or other governmental agency and to defend, indemnify and hold Seller harmless from and against any such taxes, duties, claims, or charges for payment thereof by any tax authority or other governmental agency.

7. Indemnification. Buyer agrees from and after the Closing to defend, indemnify and hold harmless Seller, any parent, subsidiary or affiliate of Seller and any director, officer, employee, stockholder, agent or attorney of Seller or of any parent, subsidiary or affiliate of Seller from and against all liability, loss, damage, claim, expense, fine, penalty or, obligation, including, without limitation, those resulting from any and all actions, suits, proceedings, demands, assessments, judgments, awards or arbitration, together with reasonable attorneys' fees and other legal costs and expenses relating thereto which arises out of or results from Buyer's ownership, use, control or enjoyment of the Purchased Assets from and after the Effective Date.

8. Expenses; Cooperation. Except as otherwise provided herein, each of the parties hereto shall bear its own expenses (including without limitation attorneys' fees) in connection with the negotiation and consummation of the transaction contemplated hereby. Each of the parties hereto agrees to cooperate with the other party and execute and deliver such documents, instruments and certificates, and take such action as reasonably requested by the other party hereto to effectuate the terms and conditions of this Agreement and the transactions contemplated herein; provided, however, that Buyer shall promptly reimburse Seller for any and all costs and expenses incurred in connection with this Section 8 to the extent such cooperation, action and/or assistance was requested by or on behalf of Buyer.

9. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent (a) by certified or registered United States mail, postage prepaid, (b) by nationally recognized overnight express courier or (c) by email, and addressed to the party's address as set forth above, or such other address as such party may advise to the other party in writing.

10. Attorneys' Fees. Should a suit or arbitration be brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees to be fixed in amount by the court or the arbitrator(s) (including without limitation costs, expenses and fees on any appeal). The prevailing party will be entitled to recover its costs of suit or arbitration, as applicable, regardless of whether such suit or arbitration proceeds to a final judgment or award.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction). Each of the parties consents to exclusive jurisdiction in federal or state courts of competent jurisdiction located in Los Angeles County.

12. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

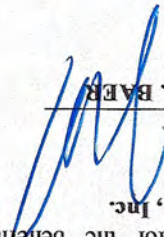
13. Entire Agreement, Amendment and Waiver. This Agreement, the schedules hereto (which are incorporated herein by reference) and any agreements to be executed and delivered in connection herewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments

with respect to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby. Any term or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach. This Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective successors and permitted assigns. If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, Buyer and Seller executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

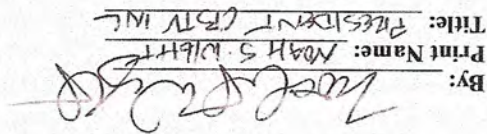
CMBC Advisors Inc., in its sole and limited capacity as assignee for the benefit of creditors of Plum Media, Inc.



By: Print Name: JAMES K. BAER
Title: President

BUYER

CRTV, Inc., a corporation doing business as Crested Butte Television

By: 
Print Name: Mark S. Wright
Title: President CRTV INC

SCHEDULE (A)
Equipment

Larcen transmitter
Larcen transponder
Octane multiplexer
HP Proliant DL140
Fora TBC FA-125
Evertz HD/SD Media Keyer
Various A/A A to D and D to A converters
For EAS compliance:
TFT 940A
TFT 911
TFT 930A
TC Electronics T2 Level Pilot
Extron video/audio D.A. 6 A/V outs
Extron AVT100 cable tuner
2 JVC TM A101G video monitors

LPTV: KSZG

Microwave licenses: WQAJ414, WQCT229, WQCK344, WQCT228
Aspen CO