

## ASSIGNMENT

**THIS ASSIGNMENT** (the "Assignment") is made as of February 25, 2013 by Sinclair Television Group, Inc., a Maryland corporation ("Assignor") to WJAC Licensee, LLC, a Nevada limited liability company ("Assignee").

**WHEREAS**, pursuant to that certain Stock and Asset Purchase Agreement, dated as of February 25, 2013 (the "Purchase Agreement"), by and among Cox Media Group, LLC, KTVU, LLC, WTOV, Inc. and WPXI, Inc. ("Cox Parties") and Assignor, the Cox Parties agreed to sell the assets of certain television broadcast stations to Assignor;

**WHEREAS**, the right to acquire the FCC Licenses for the Stations is held by Assignor;

**WHEREAS**, Assignor has determined that it is in its best interest to assign to the Assignee the right to acquire the FCC Licenses from the Cox Parties for television broadcast station WJAC-TV (the "Station Licenses");

**WHEREAS**, pursuant to the provisions of Section 13.06 of the Purchase Agreement, Assignor desires to assign its right to acquire the Station Licenses to Assignee and Assignee has agreed to accept from Assignor such assignment; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, and pursuant to the Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and accepts, all rights and obligations of Assignor under the Purchase Agreement with respect to the Station Licenses.

2. The Assignor shall remain liable for all of its obligations under the terms and conditions of the Purchase Agreement, and nothing in this Assignment shall relieve the Assignor of any obligations under the Purchase Agreement. This Assignment is subject to the terms and conditions set forth in the Purchase Agreement and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties and covenants set forth in the Purchase Agreement. If any conflict exists between this Assignment and the Purchase Agreement, the Purchase Agreement shall govern and control.

3. Capitalized terms used herein and not defined shall have the respective meanings set forth in the Purchase Agreement.

4. This Assignment shall be governed by and construed under and in accordance with the laws of the State of Delaware, excluding the choice of law rules thereof.

5. Assignor and Assignee hereby agree, from and after the date hereof, without further consideration, upon the request of either party or its respective successors and assigns, to execute such other documents and to take or cause to be taken such other actions as such requesting party or its successors may reasonably require in order to obtain the full benefit of this

Assignment and the parties' obligations hereunder.

6. If this Assignment has more than one signatory, it may be executed in multiple counterparts with the same force and effect as if all signatures appeared on one and the same instrument.

*[The remainder of the page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

**ASSIGNOR:**

Sinclair Television Group, Inc.

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

Name: David B. Amy

Title: Secretary

**ASSIGNEE:**

WJAC Licensee, LLC

BY: Sinclair Communications, LLC,  
its sole member

BY: Sinclair Television Group, Inc.,  
its sole member

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

Name: David B. Amy

Title: Secretary