

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is dated as of April 28, 2005, between **PEGASUS SATELLITE COMMUNICATIONS, INC.**, a Delaware corporation ("Assignor") and **MYSTIC TELEVISION OF SCRANTON LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is a party to a certain Asset Purchase Agreement dated as of March 15, 2004, between KB Prime Media LLC, as Seller and Assignor, as Buyer, for television station WSWB-TV (Channel 38), Scranton, Pennsylvania (the "APA").

WHEREAS, Assignor recently reorganized under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in accordance with the Findings of Fact, Conclusions of Law, and Order Confirming Debtors' First Amended Joint Chapter 11 Plan (the "Confirmation Order") confirming the Debtors' First Amended Joint Chapter 11 Plan, dated January 31, 2005 (as amended, the "Plan") of Pegasus Satellite Television, Inc. and certain of its subsidiaries and affiliates (collectively, the "Debtors") in the United States Bankruptcy Court for the District of Maine (the "Bankruptcy Court").

WHEREAS, pursuant to the terms of the Plan and the Confirmation Order, Assignor retained the right to, among other things, assume and assign certain contracts including, without limitation, the APA to third parties in accordance with the provisions of section 365 of the Bankruptcy Code and the Bankruptcy Court retained jurisdiction to authorize such assumption and assignment.

WHEREAS, Assignor desires to assume and assign to Assignee its rights under the APA and Assignee is willing to assume and perform the APA in accordance with the terms and conditions of this Agreement and the APA.

NOW, THEREFORE, the parties thereto, in consideration of the mutual covenants set forth herein, and each intending to be legally bound hereby, agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the APA, a true and complete copy of which is attached as Exhibit A to this Agreement, and Assignee accepts such assignment and Assignee hereby assumes and agrees to perform and discharge when due the obligations of Assignor accruing and arising after the date hereof under the APA.
2. Assignor agrees to take any and all actions and execute and deliver any and all documents that the Assignee may request in order to effectuate the assignment of the APA.
3. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
4. This Agreement constitutes the entire agreement and understanding between the parties hereto pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions of the parties, either written or oral.

5. The effectiveness of this Agreement shall be contingent upon the entry of a final order by the Bankruptcy Court approving this Agreement and the assumption by the Assignor of and the assignment to the Assignee of, the APA.

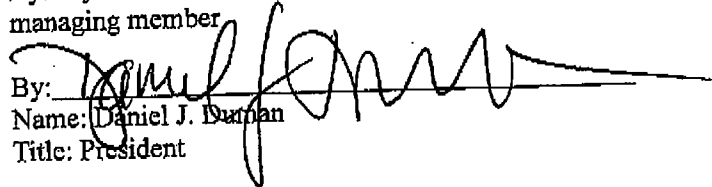
5. The effectiveness of this Agreement shall be contingent upon the entry of a final order by the Bankruptcy Court approving this Agreement and the assumption by the Assignor of and the assignment to the Assignee of, the APA.

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

PEGASUS SATELLITE COMMUNICATIONS, INC.

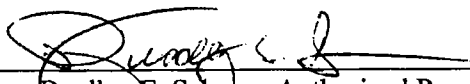
By: _____
Name: _____

MYSTIC TELEVISION OF SCRANTON LLC
By: Mystic Television Broadcast Group, Inc.,
managing member

By: 
Name: Daniel J. Duran
Title: President

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

PEGASUS SATELLITE COMMUNICATIONS, INC.

By: 
Name: Bradley E. Scher as Authorized Person

MYSTIC TELEVISION OF SCRANTON LLC

By: Mystic Television Broadcast Group, Inc.,
managing member

By: _____
Name: Daniel J. Duman
Title: President