

ASSIGNMENT OF FCC LICENSES

This ASSIGNMENT OF FCC LICENSES (this "Assignment"), dated as of March 3, 2015, is by and among JAMES CRYSTAL LICENSES, L.L.C. ("James Crystal Licenses"), JCE LICENSES, LLC ("JCE Licenses") (James Crystal Licenses and JCE Licenses sometimes hereinafter are referred to collectively as ("Seller") and ACM JCE IV B LLC, a Delaware limited liability company ("Buyer").

RECITALS:

A. James Crystal Licenses is the licensee of radio station WFLA(AM) (Facility ID #67812) licensed to Fort Lauderdale, Florida and operating at Frequency 1400, and JCE Licenses is the licensee of radio stations WFTL(AM) (Facility ID #29490) licensed to West Palm Beach, Florida and operating at Frequency 850, WMEN(AM) (Facility ID #61080) licensed to Royal Palm Beach, Florida and operating at Frequency 640, and KBXD(AM) (Facility ID #57375) licensed to Dallas, Texas and operating at Frequency 1480 (collectively, the "Stations").

B. Buyer was the winning bidder for the assets of Seller at the public auction conducted on March 3, 2015 pursuant to the Corrected Terms and Conditions of the Sale Pursuant to Plan (Docket No. 191) filed with the United States Bankruptcy Court for the Southern District of Florida dated February 11, 2015.

C. Seller has agreed to transfer all of its right, title and interest in and to the Stations to Buyer, including all licenses issued by the United States Federal Communications Commission (the "FCC") with respect to the Stations, including without limitation the licenses listed on Exhibit A attached hereto (the "FCC Licenses"), for good and valuable consideration, and Buyer has agreed to accept the FCC Licenses, in each case, upon the action by the FCC, or by its staff pursuant to delegated authority, granting consent to the assignment of the FCC Licenses from Seller to Buyer (the "FCC Consent").

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment of FCC Licenses. Effective immediately upon receipt of the FCC Consent, without regard to which such FCC Consent is subject to review or reconsideration or any such review or reconsideration is pending, Seller does hereby grant, assign, and convey to Buyer, and Buyer hereby accepts such grant, assignment, and conveyance, of all of the Seller's right, title and interest in and to the (i) FCC Licenses 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 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.

2. Further Assurances. Seller agrees from time to time, upon the request of Buyer, to execute, acknowledge and deliver all such further instruments or performs all such further acts as may be reasonably necessary or desirable, in the reasonable opinion of counsel for Buyer, in connection with the assignment, conveyance, and transfer of the FCC Licenses as provided herein. Buyer agrees from time to time, upon the request of Seller, to execute, acknowledge and deliver all such further instructions or perform all such further acts as may be reasonably necessary or desirable, in the reasonable opinion of counsel for Seller, in connection with the assignment, conveyance, and transfer of the FCC Licenses as provided herein.

3. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. Delivery of

an executed signature page of this Assignment by facsimile transmission or in a .pdf or similar electronic file shall be effective as delivery of a manually executed counterpart hereof.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

[Signature Page to Assignment of FCC Licenses]

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Assignment of FCC Licenses as of the date first written above.

SELLER:

JAMES CRYSTAL LICENSES, L.L.C.

By: 

Its: VP

JCE LICENSES, LLC

By: 

Its: VP

BUYER:

ACM JCE IV B LLC

By: _____

Its: _____

[Signature Page to Assignment of FCC Licenses]

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Assignment of FCC Licenses as of the date first written above.

SELLER:

JAMES CRYSTAL LICENSES, L.L.C.

By: _____
Its: _____

JCE LICENSES, LLC

By: _____
Its: _____

BUYER:

ACM JCE IV B LLC


By: 
Its: managing member

EXHIBIT A
FCC LICENSES