

KTXA I ASSETS
ASSIGNMENT AND ASSUMPTION AGREEMENT

KTXA I ASSETS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated effective as of the ____ day of ____, 2002 (this "Agreement") by and between Paramount Stations Group of Fort Worth/Dallas Inc., a Virginia corporation ("Parent") and Viacom Television Stations Group Partner LLC, a Delaware limited liability corporation ("Subsidiary").

WHEREAS, Parent desires to restructure the ownership of **certain of** its assets, including but not limited to, the real property, tangible property, and intangible property, including the FCC license, of television station KTXA (the "KTXA Business"); and

WHEREAS, Parent desires to contribute to Subsidiary all of the right, title and interest in and to those assets, liabilities and obligations associated with the KTXA Business; and

WHEREAS, any registered trademarks associated with the KTXA Business are transferred by a separate conveyance; and

WHEREAS, any real property associated with the KTXA Business to the extent not transferred by a separate conveyance shall be transferred with this Agreement; and

WHEREAS, Subsidiary is willing to accept such contribution and assume such liabilities and obligations associated therewith;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. Parent hereby contributes, transfers, conveys and assigns ("contributes") to Subsidiary all of right, title and interest in and to the assets associated with the KTXA Business, including, but not limited to, accounts receivable, inventory, property, FCC license and equipment.

2. Subsidiary hereby assumes all of Parent's liabilities and obligations associated with the KTXA Business, including, but not limited to, trade accounts payable and commitments to third parties. Subsidiary hereby agrees to perform all of Parent's obligations and discharge all of Parent's liabilities with respect to the KTXA Business.

3. If the contribution attempted to be made hereunder of any particular KTXA Business asset would serve as a cause for terminating or invalidating any such KTXA Business asset or would cause or serve as a cause for the loss of ownership thereof, then such KTXA Business asset is temporarily excluded from the aforesaid contribution. The Parent shall, however, to the fullest extent permitted, hold such KTXA Business asset for the exclusive use and benefit of Subsidiary until such transfer can be made and at that time, such KTXA Business asset shall automatically become vested in the Subsidiary by virtue of this Agreement.

4. This Agreement shall be governed by, and construed in accordance with the laws of the state of Delaware.

5. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its respective officer thereunto duly authorized effective as of the date first written above.

PARAMOUNT STATIONS GROUP OF FORT WORTH/DALLAS INC.

By: _____
Name: Michael D. Fricklas, Executive Vice President

AGREED AND ASSUMED
VIACOM TELEVISION STATIONS GROUP PARTNER LLC

By: _____
Name:

KTXA II ASSETS ASSIGNMENT AND ASSUMPTION AGREEMENT

KTXA II ASSETS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated effective as of the ____ day of ____, 2002 (this "Agreement") by and between Viacom Television Stations Group Partner LLC, a Delaware limited liability company "Limited Partner" and Vaicom Television Stations Group of Dallas/Fort Worth LP, a Delaware limited partnership ("LP").

WHEREAS, Limited Partner desires to restructure the ownership of **certain of** its assets, including but not limited to, the real property, tangible property, and intangible property, including the FCC license, of television station KTXA (the "KTXA Business"); and

WHEREAS, Limited Partner desires to contribute to LP all of the right, title and interest in and to those assets, liabilities and obligations associated with the KTXA Business; and

WHEREAS, any registered trademarks associated with the KTXA Business are transferred by a separate conveyance; and

WHEREAS, any real property associated with the KTXA Business to the extent not transferred by a separate conveyance shall be transferred with this Agreement; and

WHEREAS, LP is willing to accept such contribution and assume such liabilities and obligations associated therewith;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. Limited Partner hereby contributes, transfers, conveys and assigns ("contributes") to LP all of right, title and interest in and to the assets associated with the KTXA Business, including, but not limited to, accounts receivable, inventory, property, FCC license and equipment.
2. LP hereby assumes all of Limited Partner's liabilities and obligations associated with the KTXA Business, including, but not limited to, trade accounts payable and commitments to third parties. LP hereby agrees to perform all of Limited Partner's obligations and discharge all of Limited Partner's liabilities with respect to the KTXA Business.

3. If the contribution attempted to be made hereunder of any particular KTXA Business asset would serve as a cause for terminating or invalidating any such KTXA Business asset or would cause or serve as a cause for the loss of ownership thereof, then such KTXA Business asset is temporarily excluded from the aforesaid contribution. The Limited Partner shall, however, to the fullest extent permitted, hold such KTXA Business asset for the exclusive use and benefit of LP until such transfer can be made and at that time, such KTXA Business asset shall automatically become vested in the LP by virtue of this Agreement.

4. This Agreement shall be governed by, and construed in accordance with the laws of the state of Delaware.

5. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its respective officer thereunto duly authorized effective as of the date first written above.

VIACOM TELEVISION STATIONS GROUP LLC

By: _____
Name: Michael D. Fricklas, Executive Vice President

AGREED AND ASSUMED
VIACOM TELEVISION STATIONS GROUP OF DALLAS/FORT WORTH LP

By: _____
Name: