

FORM OF
BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, made, executed and delivered as of [___], 2005 by Channel 20 TV Company, an Illinois corporation, and Twenver Broadcast, Inc., a Delaware corporation (together, "Sellers"), to Multimedia Holdings Corporation, a South Carolina corporation ("Purchaser").

W I T N E S S E T H:

WHEREAS, Sellers and Purchaser have entered into that certain Asset Purchase Agreement, dated as of [___], 2005 (the "Asset Purchase Agreement"), pursuant to which Sellers have agreed to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser has agreed to purchase and accept from Sellers, the Broadcasting Assets;

WHEREAS, capitalized terms used but not defined herein shall have the meanings as ascribed to such terms in the Asset Purchase Agreement; and

WHEREAS, the parties desire to carry out the intent and purpose of the Asset Purchase Agreement by Sellers' execution and delivery to Purchaser of this instrument evidencing the vesting in Purchaser of the Broadcasting Assets, subject to the provisions of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration to Sellers paid by Purchaser, at or before the execution and delivery hereof, the receipt and sufficiency of which by Sellers are hereby acknowledged, Sellers, as of the date hereof by this Bill of Sale and Assignment pursuant to Section 2.01 of the Asset Purchase Agreement, hereby do convey, grant, bargain, sell, transfer, set over, assign, alienate, remise, release, deliver and confirm unto Purchaser, its successors and assigns forever, all of Sellers' right, title and interest in and to the Broadcasting Assets (which do not include the Excluded Assets), as set forth in Section 2.01 of the Asset Purchase Agreement.

TO HAVE AND TO HOLD all of the Broadcasting Assets unto Purchaser, its successors and assigns to its and their own use and behoof forever, subject to the provisions of the Asset Purchase Agreement.

Section 1. Sellers hereby constitute and appoint Purchaser, its successors and assigns, as Sellers' true and lawful attorney and attorneys, with full power of substitution, in Sellers' name and stead, but on behalf and for the benefit of Purchaser, its successors and assigns, to demand and receive any and all of the Broadcasting Assets in accordance with the terms and

provisions of the Asset Purchase Agreement, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Sellers' names upon written notice to Sellers and otherwise in accordance with the terms and provisions of the Asset Purchase Agreement, or otherwise for the benefit of Purchaser, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Purchaser, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Broadcasting Assets or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred or assigned, or intended so to be, and to do all acts and things in relation to the Broadcasting Assets which Purchaser, its successors or assigns, shall deem desirable, Sellers hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Sellers or by their dissolution or in any other manner or for any reason whatsoever.

Section 2. Sellers hereby covenant that, from time to time after the delivery of this instrument, at Purchaser's request and without further consideration, Sellers will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required more effectively to convey, transfer and vest in Purchaser any of the Broadcasting Assets, as set forth in Section 2.01 of the Asset Purchase Agreement.

Section 3. This Bill of Sale and Assignment is for the sole benefit of the parties hereto and their permitted assigns under Section 8.07 of the Asset Purchase Agreement and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Bill of Sale and Assignment.

Section 4. This Bill of Sale and Assignment shall be binding upon Sellers and Purchaser and their respective successors and assigns, effective immediately upon its delivery to Purchaser.

Section 5. Nothing contained in this Bill of Sale and Assignment shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, or in general, any rights and remedies, and any of the obligations of Sellers or Purchaser set forth in the Asset Purchase Agreement.

Section 6. This Bill of Sale and Assignment shall be governed and construed in accordance with the laws of the State of New York applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.

Section 7. This Bill of Sale and Assignment may not be amended or modified except by an instrument in writing signed by Sellers and Purchaser.

Section 8. This Bill of Sale and Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Bill of Sale and Assignment by telecopier shall be effective as delivery of a manually executed counterpart of this Bill of Sale and Assignment.

[Signature page follows]

IN WITNESS WHEREOF, Sellers and Purchaser have caused this Bill of Sale and Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

CHANNEL 20 TV COMPANY

By: _____

Name:

Title:

TWENVER BROADCAST, INC.

By: _____

Name:

Title:

MULTIMEDIA HOLDINGS CORPORATION

By: _____

Name:

Title: