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Docket No.: 50612/4.2

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1. Name of conveying party(ies):

ACME Broadcasting

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Mario K. Hieb

Internal Address:

Street Address: 36 H Street, #2

City: Salt Lake City State: UT ZIP: 84103

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: 2/12/06

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No.(s)

08/977,310

B. Patent No.(s)

6,067,479

02/17/2006 1BYRME 00000202 6067479

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Additional numbers attached? Yes No

FINANCE SECTION
FEB 15 6 51

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John R. Thompson

Internal Address: STOEL RIVES LLP

One Utah Center

Street Address: 201 South Main Street, Suite 1100

City: Salt Lake City State: UT ZIP: 84111

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John R. Thompson

Name of Person Signing

Signature

February 15, 2006

Date

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PATENT
REEL: 017564 FRAME: 0393

WHEN RECORDED RETURN TO:

PATENT APPLICATION

Docket No.: 50612/4.2

Stoel Rives LLP
One Utah Center
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

ASSIGNMENT

ACME BROADCASTING, of 165 South West Temple, Suite 300, Salt Lake City, Utah 84101, has an ownership interest in invention(s), embodiments of which are described in United States Patent No. 6,067,479 entitled FM TRANSLATOR UNOBTRUSIVE AUDIO SEGMENT INSERTION SYSTEM, Serial No. 08/977,310, filed on November 24, 1997, in the United States Patent and Trademark Office (hereinafter "the Invention").

MARIO K. HIEB, of 36 H Street, #2, Salt Lake City, Utah 84103, (hereinafter "the Assignee"), desires to secure the entire right, title and interest in and to the Invention, and in and to the Patent and to any and all United States Letters Patents that may be granted and issued therefor.

For good and valuable consideration, the receipt and sufficiency of which ACME BROADCASTING acknowledges, ACME BROADCASTING HEREBY HAS ASSIGNED AND DO ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in the Invention in the Application, and in all divisions, continuations and continuations-in-part of the Application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and Foreign countries.

The right to file foreign patent applications on the Invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for the Protection of Industrial Property for such applications.

ACME BROADCASTING authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on the Invention to the Assignee as the owner of

the entire interest, for the sole use and benefit of the Assignee, its successors, assigns and legal representatives.

ACME BROADCASTING will, without further consideration and without expense to ACME BROADCASTING, sign all lawful papers and to perform all other lawful acts which the Assignee may request ACME BROADCASTING to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on the Invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of ACME BROADCASTING's ability in the execution of all lawful documents, the production of evidence or testimony, nullification, reissue, reexamination, interference, extension, or infringement proceedings and any and all pre- and post-grant proceedings be they domestic or foreign involving the Invention.

This assignment and agreement shall be binding upon ACME BROADCASTING's heirs and legal representatives.

DATED this 12 day of FEBRUARY, 2006.



ACME BROADCASTING
MARIO K. HIEB
Vice President
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Salt Lake City, Utah 84101