

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Paxson Communications Corporation		08/25/1997	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clear Channel Metroplex, Inc.		
<b>Street Address:</b>	200 East Basse Road		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78209		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1382701	WINZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(210)226-8395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	210-554-5450		
<b>Email:</b>	ipdocket@coxsmith.com		
<b>Correspondent Name:</b>	Pamela B. Huff		
<b>Address Line 1:</b>	112 East Pecan Street, Suite 1800		
<b>Address Line 4:</b>	San Antonio, TEXAS 78209		
<b>ATTORNEY DOCKET NUMBER:</b>	22187.2490		
<b>NAME OF SUBMITTER:</b>	Pamela B. Huff		
<b>Signature:</b>	/pbhuff35901/		
<b>Date:</b>	08/11/2006		

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Total Attachments: 7  
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is dated as of August 25, 1997, by and among Paxson Communications Corporation, a Delaware corporation ("PCC" or "Seller"), L. Paxson, Inc., a Delaware corporation ("LPI"), Clear Channel Metroplex, Inc., a Nevada corporation ("Metroplex"), Clear Channel Metroplex Licenses, Inc., a Nevada corporation ("CCL"; Metroplex and CCL being referred to herein, collectively, as "Buyer"), and Clear Channel Communications, Inc., a Texas corporation ("Guarantor" or "Clear Channel").

### R E C I T A L S:

A. Seller owns the following radio stations:

i. WTKS(FM), Cocoa Beach, FL; WPDL(FM), Ft. Lauderdale, FL; WSHP(FM), Mexico Beach, FL; WJZT(FM), Midway, FL; WSHE(FM), Orlando, FL; WDIZ(AM), Panama City, FL; WFSY(FM), Panama City, FL; WPAP-FM, Panama City, FL; WPBH(FM), Parker, FL; WTLK(FM), Ponte Vedra Beach, FL; WXHR(FM), Quincy, FL; WNLS(AM), Tallahassee, FL; WTNT(FM), Tallahassee, FL; WSNI(FM), Thomasville, GA; WTKX-FM, Pensacola, FL (together with WKES, as defined below, each, individually, a "Group II/III Station" and, collectively, the "Group II/III Stations") and WYCL(FM), Pensacola, FL ("WYCL"); and

ii. WPLA(FM), Callahan, FL; WJRR(FM), Cocoa Beach, FL; WFTL(AM), Ft. Lauderdale, FL; WNZS(AM), Jacksonville, FL; WROC(FM), Jacksonville, FL; WZNZ(AM), Jacksonville, FL; WKRY(FM), Key West, FL; WZTM(AM), Largo, FL; WAVK(FM), Marathon, FL; WSJT(FM), Lakeland, FL; WENZ(AM), Miami, FL; WIOD(AM), Miami, FL; WLVE(FM), Miami Beach, FL; WZTA(FM), Miami Beach, FL; WMGF(FM), Mount Dora, FL; WQTM(AM), Pine Hills, FL; WFKZ(FM), Plantation Key, FL; WWNZ(AM), Orlando, FL; WQPT(FM), Sarasota, FL; WFSB-FM, St. Augustine, FL; WGIC(FM), Cookeville, TN; WGSQ(FM), Cookeville, TN; WHUB(AM), Cookeville, TN; WPTN(AM), Cookeville, TN (each, individually, a "Group V Station" and, collectively, the "Group V Stations") and the assets used or useful in connection with the operation of Channel 7 of the Cookeville, TN cable television system ("HUB-TV") and WHNZ(AM), Pinellas Park, FL ("WHNZ").

B. Seller is successor by merger to Paxson Broadcasting of Tampa, Limited Partnership, a Florida limited partnership and wholly-owned subsidiary of PCC ("PBT"), which is a party to an Asset Purchase Agreement dated as of September 12, 1996, as amended by a First Amendment to Purchase Agreement dated as of April 12, 1997 (as amended, the "WKES Purchase Agreement") with The Moody Bible Institute of Chicago, an Illinois not-for-profit

## SECTION 1 CERTAIN DEFINITIONS

1.1 Terms Defined in Appendix 1. The terms defined in Appendix 1 hereto, as used in this Agreement, have the meanings set forth in Appendix 1. Section references in the definitions in the Appendix shall be deemed to refer to this Agreement and the Appendix shall be deemed to be part of this Agreement.

1.2 Rule of Construction. Except as specifically otherwise provided in this Agreement in a particular instance, a reference to a Section, Schedule or Exhibit is a reference to a Section of this Agreement or a Schedule or Exhibit hereto, and the terms "hereof," "herein," and other like terms refer to this Agreement as a whole, including the Schedules and Exhibits to this Agreement, and not solely to any particular part of this Agreement. The Schedules and Exhibits shall be deemed to be a part of this Agreement. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

## SECTION 2 PURCHASE AND SALE OF ASSETS; ASSET VALUE

2.1 Purchase and Sale. (a) Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to transfer, convey, assign and deliver to Buyer, and Buyer agrees to acquire all of Seller's right, title and interest in the Group II/III Assets, the Group IV Assets and the Group V Assets.

(b) It is understood and agreed that Metroplex shall acquire the Non-License Assets included in the Group II/III Assets, Group IV Assets and Group V Assets and CCL shall acquire the License Assets included in the Group II/III Assets, Group IV Assets and Group V Assets. Notwithstanding the foregoing, however, it is understood and agreed that each of Metroplex and CCL shall be jointly and severally liable to perform the obligations of Buyer provided for in this Agreement and in the documents contemplated hereby.

2.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the Assets shall not include the Excluded Assets. Notwithstanding anything to the contrary set forth in this Agreement, no representations, warranties or covenants or agreements of any nature whatsoever are made by Seller to Buyer with respect to the Excluded Assets.

2.3 Group I Assets. Simultaneously with the execution and delivery of this Agreement, Seller and Buyer are entering into an Asset Purchase Agreement (the "Group I Purchase Agreement"), in

the form attached hereto as Exhibit 2.3, and dated as of the date hereof, pursuant to which Seller will sell to Buyer, and Buyer will purchase from Seller, the Group I Assets, on the terms and subject to the conditions set forth therein.

2.4 Purchase Price; Allocation.

(a) Group II/III Assets. Subject to the provisions of Section 6.10 hereof, the purchase price for the Group II/III Assets shall be

(the "Group II/III Estimated Purchase Price"), which sum shall be subject to upward or downward adjustment, as the case may be, pursuant to Section 2.5(a) below (the Group II/III Estimated Purchase Price, as so adjusted, the "Group II/III Purchase Price").

(b) Group IV Assets. Subject to the last sentence of Section 5.7, the purchase price for the Group IV Assets shall be

subject to adjustment as provided for in Section 6.10(c) hereof (the "Group IV Estimated Purchase Price"), which sum shall be subject to upward or downward adjustment, as the case may be, pursuant to Section 2.5(a) below (the Group IV Estimated Purchase Price, as so adjusted, the "Group IV Purchase Price").

(c) Group V Assets. The purchase price for the Group V Assets shall be :

(the "Group V Estimated Purchase Price"), which sum shall be subject to upward or downward adjustment, as the case may be, pursuant to Section 2.5(a) below (the Group V Estimated Purchase Price, as so adjusted, the "Group V Purchase Price").

(d) Appraisal and Allocation. Seller shall retain, at Seller's expense, Bond & Pecaro, or another recognized independent appraisal firm selected by Seller and reasonably acceptable to Buyer, to appraise the Stations and the Assets. Seller shall provide Buyer with copies of the appraisals for the Group II/III Assets, Group IV Assets and Group V Assets within 90 days after Group II/III Closing Date, Group IV Closing Date, and Group V Closing Date, respectively. Seller and Buyer agree to allocate the Purchase Price among the Stations and the Assets for all purposes, including financial accounting and tax purposes, including Section 1060 of the Code and Temporary Treasury Regulations Section 1.1060-1T, in accordance with such appraisals. Buyer and Seller agree to file with their respective federal income tax returns initial asset acquisition statements on Internal Revenue Service Form 8594 required by Temporary Treasury Regulation Section 1.1060-1T, all in accordance with and

in compliance therewith in all material respects and not in default in any material respect thereunder.

3.8 Intangibles. Schedule 3.8 is a complete list as of the date of this Agreement of all material Intangibles (exclusive of Licenses listed in Schedule 3.4). Seller has provided or made available to Buyer copies of all documents establishing or evidencing the Intangibles listed in Schedule 3.8. Other than with respect to matters generally affecting the radio broadcasting industry and not particular to Seller, as of the date hereof, except as set forth in Schedule 3.8, Seller has not received any notice or demand alleging that Seller is infringing upon any trademarks, trade names, service marks, service names, copyrights or similar intellectual property rights owned by any other Person.

3.9 Financial Statements. Seller has furnished Buyer with true and complete copies of the financial statements with respect to the Stations described in Schedule 3.9 (the "Financial Statements"). Except as set forth in Schedule 3.9, the Financial Statements have been prepared in accordance with GAAP, and present fairly in all material respects the financial condition of Seller with respect to the Stations included in such Financial Statements as at their respective dates and the results of operations for the periods then ended.

3.10 Taxes and Tax Returns. Except as set forth in Schedule 3.10 and except where the failure to file, pay or accrue any Taxes does not result in a Lien on the Assets or in the imposition of transferee or other liability on Buyer for the payment of Taxes, (a) all Tax Returns have been filed with the appropriate governmental agencies in all jurisdictions in which such Tax Returns are required to be filed, and (b) all Taxes shown on such Tax Returns have been properly accrued or paid to the extent such Taxes have become due.

3.11 Insurance. Schedule 3.11 is a true and complete list of all insurance policies of Seller with respect to the Stations' Business. All policies of insurance listed in Schedule 3.11 are in full force and effect.

3.12 Personnel. Schedule 3.12 contains a true and complete list as of the date of this Agreement of all employees of Seller engaged in the business and operations of each Station (collectively, the "Employees"), and a description of the compensation arrangements affecting them. Except as described in Schedule 3.12, as of the date hereof, Seller has no written or oral contracts of employment with any employee of the Stations other than oral employment contracts which are terminable at will. Except as set forth in Schedule 3.12, Seller is not a

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of Buyer, Seller and Guarantor as of the date first written above.

CLEAR CHANNEL METROPLEX, INC.

By: Mark P. Mays  
Name: Mark P. Mays  
Title: President/COO

CLEAR CHANNEL METROPLEX LICENSES, INC.

By: Mark P. Mays  
Name: Mark P. Mays  
Title: President/COO

PAXSON COMMUNICATIONS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

L. PAXSON, INC.

By: \_\_\_\_\_  
Name:  
Title:

CLEAR CHANNEL COMMUNICATIONS, INC.

By: Mark P. Mays  
Name: Mark P. Mays  
Title: President/COO

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of Buyer, Seller and Guarantor as of the date first written above.

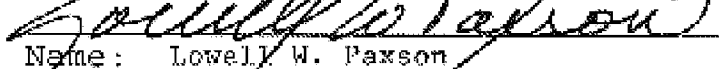
CLEAR CHANNEL METROPLEX, INC.

By: \_\_\_\_\_  
Name:  
Title:

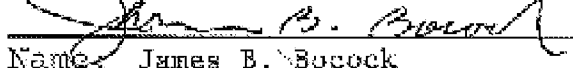
CLEAR CHANNEL METROPLEX LICENSES, INC.

By: \_\_\_\_\_  
Name:  
Title:

PAXSON COMMUNICATIONS CORPORATION

By:   
Name: Lowell W. Paxson  
Title: Chairman

L. PAXSON, INC.

By:   
Name: James B. Boccock  
Title: President

CLEAR CHANNEL COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Name:  
Title:



INTANGIBLES

SERVICE/TRADE MARKS

Originally issued to:

Paxson Broadcasting, Inc.

"Rollin' Radio Store" - FL T93000001289 exp. 10/29/03

Paxson Broadcasting of Jacksonville, L.P.

"A1A Info-Link" T93000000460 exp. 4-26-03  
 "Rooster Country 107" plus design - FL T15529 exp. 2/13/02  
 "Crying', Lovin' & Leaving" - FL T15535 exp. 2/13/02  
 "Dateless and Desperate" - FL T15536 exp. 2/13/02  
 "Rooster Country 107-Music Pledge" T96000000553 exp. 5/17/06  
 "Jax's Jazz" T96000001167 exp. 10/15/06  
 "WROO-FM" Florida Fictitious Name G94178900021 6/27/94  
 "WNZS-AM" Florida Fictitious Name G94178900022 6/27/94  
 "WATA-FM" Florida Fictitious Name G94178900023 6/27/94  
 "WZNZ-AM" Florida Fictitious Name G94178900024 6/27/94

Paxson Broadcasting of Miami, L.P.

"Love Info-Link" - FL T93000000462 exp. 4-26-03  
 "Zeta Info-Link" - FL T93000000458 exp. 4/26/03  
 "WINZ Info-Link" - FL T93000000455 exp. 4/26/03  
 "Cool Jazz, Smooth Vocals" - FL T95000000816 exp. 7-7-05  
 "WINZ" - U.S.  
 "Where the Newswatch Never Stops" - FL T16353 exp. 9/23/02  
 "South Florida's Only News Station" - FL T16354 exp. 9/23/02  
 "News You Want, When You Want It" - FL T16271 exp. 9/2/02  
 "News Fast ... When you Want It" - FL T16270 exp. 9/2/02  
 "News First, News Fast" - FL T16269 exp. 9/2/02  
 "Giving You News When You Want It" - FL T16268 exp. 9/2/02  
 "Love 94 FM" - U.S. Reg. No. 1,187,121 exp. 1-19-02  
 "Love Rock" - U.S. & FL Reg. No. 1,549,519 exp. 7-25-09  
 "Love Jazz" - U.S. & FL Reg. No. 1,552,276 exp. 8-15-09  
 "New Rock Alternative" - U.S. Reg. No. 1,992,220 exp. 8-6-06  
 "South Florida's Rock Alternative" - U.S. Reg. No. 1,992,221 exp. 8-6-06  
 "South Florida's New Rock Alternative" - U.S. Reg. No. 1,992,222 exp. 8-6-06  
 "WZTA-FM" Florida Fictitious Name G94178900025 6/27/94  
 "WLVE-FM" Florida Fictitious Name G94178900026 6/27/94  
 "WINZ-AM" Florida Fictitious Name G94178900027 6/27/94  
 "W3RR-FM" Florida Fictitious Name G94178900028 6/27/94

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