

11-17-1998



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10-23-1998

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #54

DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

KURTIS PRODUCTIONS, LTD.

- Individual(s)
- General Partnership
- Corporation - State of Illinois
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

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

A&E TELEVISION NETWORKS
235 East 45th Street
New York, NY 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - _____
- Other New York Joint Venture Co.

Domestic representative is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: October 9, 1998

4. (A.) Trademark Application No.(s)

4. (B.) Trademark Registration No.(s)

2082728

Additional numbers attached? Yes No

5. Correspondence should be mailed to:

VICTOR M. TANNENBAUM
ABELMAN, FRAYNE & SCHWAB
150 East 42nd Street
New York, New York 10017

6. Total number of applications and registrations involved:..... 1

7. Total fee (37 CFT 3.41): \$ 40.00
 Enclosed
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)
 Authorized to be charged to deposit account
Deposit account number: 01-0035
(Attach duplicate copy of this page if paying by deposit account)

11/16/1998 DNGUYEN 00000183 2082728
01 FC:481 40.00 DP

DO NOT USE THIS SPACE

8. 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.

VICTOR M. TANNENBAUM
Name of Person Signing

Signature

10/23/98
Date

Total number of pages comprising cover sheet, attachments and documents: 3

TRADEMARK ASSIGNMENT

WHEREAS, Kurtis Productions, Ltd., an Illinois corporation having a place of business at 400 West Erie Street, Suite 500, Chicago, IL 60610 ("ASSIGNOR"), is the owner of all right title and interest in and to the trademark THE NEW EXPLORERS ("the Mark"); and

WHEREAS, A&E TELEVISION NETWORKS, a New York joint venture having a place of business at 235 East 45th Street, New York, NY 10017 ("AETN or "ASSIGNEE"), is desirous of acquiring all right, title and interest in and to the Mark, and any trademark applications and/or trademark registrations therefore, throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, sell, transfer, convey and grant to ASSIGNEE, its successors and assigns, all right, title and interest in and to the Mark including, without limitation, United States Trademark Registration No. 2,082,728; together with that part of the goodwill of ASSIGNOR'S business connected with the use of and symbolized by the Mark. This assignment includes (i) any and all registrations and/or applications for the Mark, as well as all right, title and interest ASSIGNOR may have to the Mark in all other countries and territories of the world, whether by use, registration or application and (ii) any claims, demands, damages, actions and/or causes of action based, in whole or in part, on infringement of the Mark by any third party, including, without limitation, the right to recover for any past infringement thereof.


ASSIGNOR represents that it does not own any other registration or application for the Mark or any portion thereof, in any jurisdiction, and should the same exist, by this assignment, ASSIGNOR does hereby transfer all of its rights, title and interest thereto to ASSIGNEE. ASSIGNOR further represents and warrants that there is no pending or threatened challenge to the Mark or any claims adverse to ASSIGNOR'S rights thereto.

ASSIGNOR agrees to execute whatever documents are necessary, in ASSIGNEE'S opinion, to record the transfer of the Mark assigned hereunder in the United States as well as in any other country or territory of the world.

ASSIGNOR recognizes ASSIGNEE'S ownership and title to the Mark throughout the world and ASSIGNOR will not, either directly or indirectly, claim adversely to ASSIGNEE any right, title or interest in or to the Mark nor attack the validity of this assignment. ASSIGNOR also agrees not to attempt to register or to use or to aid any third party in attempting to register or to use any trademark, service mark or trade name which may be, in ASSIGNEE'S opinion, confusingly similar to the Mark.

IN WITNESS WHEREOF, ASSIGNOR has caused its duly authorized officer, director or agent to execute this Trademark Assignment of this 9th day of October, 1998.

KURTIS PRODUCTIONS, LTD.

By: 
William A. Kurtis, President
Print Name and Title