

RECC
TR

10-31-2000



Docket No.:

013702/0001

Tab settings

101500123

To the Honorable Commissioner of Patents and

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

ZDTV, L.L.C.
650 TOWNSEND STREET
SAN FRANCISCO, CALIFORNIA 94103

9-5-00

- Individual(s)
- General Partnership
- Corporation-State
- Other DELAWARE LIMITED LIABILITY CO.

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

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

Name: SKY TV, LLC

Internal Address: _____

Street Address: 3200 MAIN STREET, FIFTH FL.

City: DALLAS State: TX ZIP: 75226

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other DELAWARE LIMITED LIABILITY CO.

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: JUNE 15, 2000

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

2,132,280 1,785,903 2,060,305
1,990,635

Additional numbers Yes No

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

Name: PAUL A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 900 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

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

4

7. Total fee (37 CFR 3.41):.....\$ \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

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.

PAUL A. JUERGENSEN

Name of Person Signing

Signature

SEPTEMBER 5, 2000

Date

5

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002163 FRAME: 0983

TRADEMARK ASSIGNMENT

WHEREAS ZDTV, L.L.C., a limited liability company duly organized and existing under the laws of the State of Delaware, with an address at 650 Townsend Street, San Francisco, CA 94103 ("Assignor"), owns, as successor in interest to Sky Video, LLC by way of merger all right, title and interest in and to the trademarks, and any applications and registrations therefor, as set forth in the attached Schedule A, as well as all of the goodwill of the business symbolized thereby and associated therewith (all collectively, the "Trademarks"); and

WHEREAS Sky TV, LLC, a Delaware limited liability company, with an address at 3200 Main Street, Fifth Floor, Dallas, TX 75226 (the "Assignee") wishes to acquire all of the Assignor's right, title and interest in and to the Trademarks, and the Assignor wishes to assign same to the Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, sells and transfers unto Assignee all of its right, title and interest throughout the world in perpetuity in and to the Trademarks identified in Schedule A hereto, together with the goodwill of the business symbolized thereby, and insofar as intent to use trademark applications without accepted Statements of Use (if any) are concerned, together with all of the business in connection with which such marks and applications are intended to be used, and together with the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by the Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by the Assignee in this regard to confirm and perfect title in and to the Trademarks in Assignee, its successors, assigns, or other legal representatives.

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IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as an instrument under seal as of this 15th day of June 2000.

ASSIGNOR: ZDTV, L.L.C.

Larry W. Wangberg

Name: Larry W. Wangberg
Capacity: Chairman + CEO

CERTIFICATE OF ACKNOWLEDGMENT

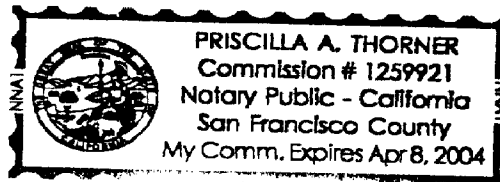
STATE OF California

ss.: n/a

COUNTY OF San Francisco

On this 15th day of June 2000, before me, the undersigned, personally appeared Larry W. Wangberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Priscilla A. Thorner
[NOTARY SEAL]



TRADEMARK ASSIGNMENT
PAGE 2