

01-31-2001



1.18.01

101601088

**RECORDATION FORM COVERSHEET  
TRADEMARKS ONLY**

TO: The Commission of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
- Effective Date: Month  Day  Year  **01/16/01**

**Conveying Party**

Mark if additional names of conveying parties attached

Name

Execution Date  
Month  Day  Year

- Formerly
- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Association
  - Corporation  Association
  - Other
  - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0227), Washington, D.C. 20503. See OMB Information Collection Budget Package 0551-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

01/30/2001 DBYRNE 00000283 2362663  
01 FC:481 40.00 OP  
02 FC:482 25.00 OP

**TRADEMARK  
REEL: 002225 FRAME: 0654**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

**Area Code and Telephone No.**

404-885-3289

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments

#

3

**Trademark Application Number(s) or Registration Number(s)**



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	2,362,663	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	2,227,533	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved:

#

2

**Fee Amount**

Fee amount of properties listed (37 CFR 3.41):

\$65.00

**Method of Payment:**

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed

Deposit Account

**Deposit Account Number:**

#

20-1507

**Authorization to charge additional fees:**

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Schuyla M. Goodson-Bell

*Schuyla M. Goodson-Bell*

01/18/01

**Name of Person Signing**

**Signature**

**Date**

**Schedule A**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
EXPLORING THE FANTASY	2,362,663	06/27/00
NUBIAN GODDESS	2,227,533	03/02/99

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the "Assignment") is made and entered into as of the 16th day of January 2001, by and between **BLACK ENTERTAINMENT HOLDINGS, INC.**, a Delaware corporation (hereinafter referred to as "Assignor") located at One BET Plaza, 1235 W Street, N.E., Washington, D.C. 20018-1211 (as successor-in-interest and the surviving corporation by way of merger to **BET HOLDINGS, INC.**) and **AVALON PICTURES, INC.**, a New York corporation (hereinafter referred to as "Assignee") located at One BET Plaza, 1235 W Street, N.E., Washington, D.C. 20018-1211.

### W I T N E S S E T H

**WHEREAS**, Assignor has adopted, and used, and is by way of merger, the owner of the marks (hereinafter the "Marks") as set forth on Schedule A hereto and incorporated herein by this reference;

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the United States Registrations (hereinafter the "Registrations") set forth on Schedule A; and

**WHEREAS**, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Marks and Registrations, and whereby the Marks and Registrations are being assigned from the Assignor to the Assignee simultaneously herewith;

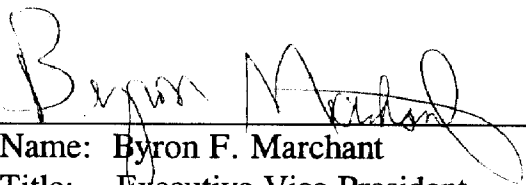
**NOW, THEREFORE**, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Marks and Registrations, together with the goodwill of the business symbolized by the Marks and Registrations along with the right to recover for damages and profits and other remedies for past infringements of the Marks and Registrations.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Marks

and Registrations and to enable such right, title and interest to be recorded in the United States Patent & Trademark Office and any other appropriate governmental authority or agency of the United States.

BLACK ENTERTAINMENT HOLDINGS, INC.

By:   
Name: Byron F. Marchant  
Title: Executive Vice President