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

1. Name of conveying party(ies):  
 Sundance Television Limited

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - Utah  
 Other \_\_\_\_\_

Add'l name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: Sundance Enterprises, Inc.  
 Internal Address:  
 Street Address: Rural Route 3, Box A-1  
 City: Sundance State: Utah ZIP: 84604

Individual(s) citizenship \_  
 Association \_\_\_\_\_  
 Limited Partnership \_  
 Corporation - Utah  
 Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: November 26, 2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s) 2,042,171

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Norman Zafman, Esq.  
 Internal Address:  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN  
 Street Address: 12400 Wilshire Boulevard  
Seventh Floor  
 City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41) .....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
02-2666

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.*

Norman Zafman, Esq.                      December 6, 2001  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 4

02/01/2002 LMUELLER 00000112 2042171  
01 FC:481 40.00 OP

ASSIGNMENT OF SERVICE MARKANDTHE UNITED STATES REGISTRATION THEREOF

WHEREAS, Sundance Television Limited, a Utah Limited Partnership whose general partner is Sundance TV, Inc., a corporation organized and existing under the laws of the State of Utah, having a place of business at Rural Route 3, Box A-1, Sundance, Utah 84604 ("ASSIGNOR"), adopted and used, and thereby, owns all rights, title and interests in and to the trademark "SUNDANCE CHANNEL" for cable television distribution services, namely, satellite and cable transmission of cable television programming excluding infomercial programming (the "Mark") and is the owner of a federal registration of the Mark; namely, United States Registration No. 2,042,171, issued March 4, 1997 (the "Registration"); and

WHEREAS, Sundance Enterprises, Inc., a corporation organized and existing under the laws of the State of Utah, having a principal place of business at Rural Route 3, Box A-1, Sundance, Utah 84604 ("ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to the Mark and the Registration thereof, and the goodwill associated with the Mark, and ASSIGNOR is willing to assign the same to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and entire right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and the Registration thereof. The foregoing assignment includes, without limitation, any and all causes of action for any and all legal and equitable remedies to which ASSIGNOR may be entitled as a consequence of the infringement of the Mark by third parties, which causes of action may have arisen prior to the date on which this instrument is duly executed.

ASSIGNOR hereby represents and warrants that (i) it is the sole owner of the Mark and the goodwill associated therewith and the Registration thereof; (ii) the Registration thereof was not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code; (iii) the United States Registration thereof is not the subject of any cancellation proceeding in the United States Patent and Trademark Office; (iv) it is not aware of any third party who has asserted a claim of any ownership right, title and interest in the Mark and the Registration, or any other rights or interests therein which are adverse to those of ASSIGNOR; and (v) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark and/or Registration which would be breached or otherwise violated by the foregoing assignment of the Mark and Registration. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth herein.

The foregoing assignment is expressly made subject to that certain exclusive license heretofore granted by ASSIGNOR to Sundance Channel LLC, a Delaware limited liability company, to use the Mark in the United States and worldwide, for and in connection with a certain television programming service, pursuant to the terms and conditions of that certain "Trademark License Agreement," dated February 28, 1996 by and between ASSIGNOR and said Sundance Channel, LLC.

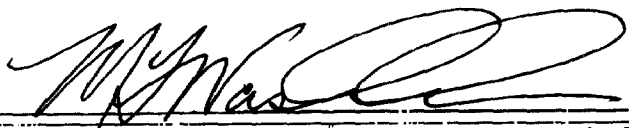
ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Mark and Registration.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever; (ii) provide whatever information may be required to carry out the terms and intent of this Assignment; and (iii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, whereby ASSIGNEE's ownership of the Mark and Registration is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by a duly authorized officer on the date indicated below.

SUNDANCE TELEVISION LIMITED  
(ASSIGNOR)

Date: 11/26 2001

By:   
Mike L. Washburn, Chief Financial Officer  
of Sundance TV, Inc., General Partner