

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/22/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bentwood Communications International, Inc.		04/22/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Discovery Communications, Inc.
Street Address:	One Discovery Place
City:	Silver Spring
State/Country:	MARYLAND
Postal Code:	20910
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78409902	OVERHAULIN'
Serial Number:	78342017	OVERHAULIN'

**CORRESPONDENCE DATA**

Fax Number: (202)857-6395  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: stewart.sheila@arentfox.com  
 Correspondent Name: Arent Fox PLLC  
 Address Line 1: 1050 Connecticut Ave. NW  
 Address Line 2: Suite 400  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Sheila H. Stewart
Signature:	/shstewart/

OP \$65.00 78409902

Date:

06/15/2005

Total Attachments: 2

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**ASSIGNMENT AGREEMENT**  
**TRADEMARK / SERVICE MARK APPLICATIONS**

Whereas Assignor, Brentwood Communications International, Inc., located at 4717 Laurel Canyon Boulevard, Suite 106, Valley Village, California 91607, organized under the laws of Delaware, has applied for registration in the United States Patent and Trademark Office, and owns the pending trademark/service mark applications listed on Schedule A (the "Assigned Trademarks"); and

Whereas Assignee, Discovery Communications, Inc., organized under the laws of Delaware, located at One Discovery Place, Silver Spring, Maryland 20910, is desirous of acquiring said trademark/service marks and the registrations thereof and the goodwill of the business pertaining thereto;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign unto the said Assignee, all right, title and interest of Assignor in and to the Assigned Trademarks, together with (i) the underlying goodwill of the business symbolized by the trademark/service marks, and the registrations to be issued thereof, and (ii) the right to recover damages and profits and other remedies for past infringements of the Assigned Trademarks.

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 Assigned Trademarks, and to enable such right, title and interest to be recorded in the U.S. Patent and Trademark Office.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 22nd day of April, 2005.

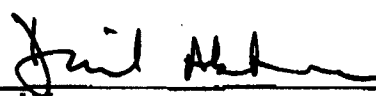
ASSIGNOR:

ASSIGNEE:

BRENTWOOD COMMUNICATIONS  
INTERNATIONAL, INC.

DISCOVERY COMMUNICATIONS, INC.

By:   
Printed Name: Brentwood  
Title: President  
Date: 4/22/05

By:   
Printed Name: \_\_\_\_\_  
Title: David Abraham  
Date: EVP & General Manager  
TLC  
4/22/05

**Schedule A**

<b>Mark</b>	<b>Application No.</b>
OVERHAULIN'	78/409,902
OVERHAULIN'	78/342,017