

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NBC Universal, Inc.		12/05/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bravo Company		
Street Address:	30 Rockefeller Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10112		
Entity Type:	PARTNERSHIP: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74443709	BRAVO	
CORRESPONDENCE DATA			
Fax Number:	(818)866-1426		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	818-777-6447		
Email:	anne.nielsen@nbcuni.com		
Correspondent Name:	Anne Nielsen; Monique Cheng Joe		
Address Line 1:	100 Universal City Plaza		
Address Line 4:	Universal City, CALIFORNIA 91608-1002		
NAME OF SUBMITTER:	Gillian Lusins		
Signature:	/Gillian Lusins/		
Date:	02/06/2006		
Total Attachments: 4 source=BravoCompany#page1.tif			

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AMENDED AND RESTATED
AGREEMENT OF GENERAL PARTNERSHIP

THIS AMENDED AND RESTATED AGREEMENT OF GENERAL PARTNERSHIP (this "Agreement"), made as of the 5th day of December, 2002 by and among Bravo Holding Corporation ("BHC"), Bravo II Holding Corporation ("B2HC") and NBC-Rainbow Holding, Inc. ("NBC Holdings"), each having an office at 30 Rockefeller Plaza, New York, New York 10112 (each herein referred to as a "Partner" and collectively as the "Partners").

WITNESSETH:

WHEREAS, Bravo Company (the "Partnership") was formed as a New York general partnership pursuant to a Partnership Agreement dated as of January 1, 1980 by and among Charles F. Dolan of Cove Neck, New York, Communications Management Corporation of Delaware, a Delaware corporation, and Cablevision Program Enterprises, a New York limited partnership (the "Original Partnership Agreement"). The Original Partnership Agreement was subsequently amended and restated as of January 1, 1987, April 20, 1989 and January 31, 2001;

WHEREAS, immediately prior to the date of this Agreement, and subject to the terms of the agreement dated as of January 31, 2001, between Metro-Goldwyn-Mayer Inc. ("MGM Inc.") and Rainbow Media Holdings Inc. (the "MGM-Rainbow Partnership Agreement"), BHC, B2HC and MGM Networks, U.S., Inc. ("MGM Holdings") were the general partners of the Partnership;

WHEREAS, pursuant to a Purchase Agreement among NBC Holdings, National Broadcasting Company, MGM Holdings and MGM Inc. dated as of November 4, 2002, MGM Holdings sold its twenty percent partnership interest in the Partnership to NBC Holdings;

WHEREAS, contemporaneously herewith, NBC Holdings is replacing MGM Holdings as a general partner of the Partnership;

WHEREAS, the purposes of this Agreement are (i) to set forth the names of the current Partners of the Partnership and the Partnership Interest as defined hereafter owned by each of such Partners and (ii) to set out the rights, obligations and duties of the Partners;

NOW, THEREFORE, it is hereby agreed that the MGM-Rainbow Partnership Agreement of Bravo Company, as presently in effect, is amended and restated in its entirety as follows, effective as of December 5, 2002:

1. Continuation. The parties hereto do hereby confirm, pursuant to Chapter 39 of the Consolidated Laws of the State of New York (as the same is amended from time to time), and all other pertinent laws of the State of New York, the continuation of a partnership for the purposes and upon the terms and conditions hereinafter set forth.

2. Partnership Name. The business of the Partnership shall be conducted under the name "Bravo Company".

3. Place of Business. The principal place of business of the Partnership shall be at 30 Rockefeller Plaza, New York, New York 10112.

4. Purposes of the Partnership. The purposes for which the Partnership has been formed are to own and operate the business of producing, marketing and distributing the Bravo cable network programming service and to engage in any lawful activity for which partnerships may be organized under the laws of New York.

5. Term. The term of the Partnership shall commence on the date hereof and shall continue for a term of ninety-nine (99) years unless sooner dissolved and terminated by the Managing Partner acting alone or upon unanimous consent of the Partners.

6. Ownership of Property. Legal title to all assets, rights and property, real, personal or mixed, owned by or leased to the Partnership shall be held and conveyed in the name of the Partnership.

7. Managing Partner. BHC shall be the Managing Partner of the Partnership until such time as all of the Partners shall agree to appoint a new Managing Partner.

8. Management. The Managing Partner shall have full and exclusive authority to manage, conduct and operate the Partnership's business and may take any action to effect the purposes for which the Partnership was formed. The Partners shall not take part in or interfere in any manner with the conduct or control of the activities of the Partnership, and shall have no right or authority to act for or bind the Partnership except that BHC may take such actions acting as Managing Partner of the Partnership.

9. Partnership Interests and Capital Contribution. The ownership interest of each Partner in the Partnership (a "Partnership Interest") shall be, and the initial capital contribution of each Partner is, as follows:

	<u>Partnership Interest</u>
(i) NBC-Rainbow Holding, Inc.	20%
(ii) BHC	52.452%
(iii) B2HC	27.548%

10. Distributions and Allocations. Except as otherwise required by applicable law, and in the sole discretion of the Managing Partner, each item of Partnership income, gain, loss, deduction, credit, allowance, receipt or expenditure shall be allocated among the Partners in proportion to their respective Partnership Interest.

11. Transfer. No Partner may transfer all or any part of its Partnership Interest except with the unanimous written consent of the other Partners.


12. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York.

13. Amendment to the Agreement. This Agreement may be amended by the Managing Partner acting alone or upon the unanimous written consent of the Partners.

14. Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute one agreement binding on all the parties.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

NBC-RAINBOW HOLDING, INC.



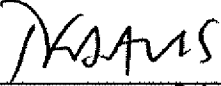
Name: TODD F. DAVIS
Title: Secretary

BRAVO HOLDING CORPORATION



Name: TODD F. DAVIS
Title: Secretary

BRAVO II HOLDING CORPORATION



Name: TODD F. DAVIS
Title: Secretary