

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
Jane Rinzler Buckingham		06/08/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	E! Entertainment Television, Inc.		
Street Address:	5750 Wilshire Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2799047	THE MODERN GIRL'S GUIDE TO LIFE	
CORRESPONDENCE DATA			
Fax Number:	(323)954-2770		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	323-692-6634		
Email:	sjohnson@eentertainment.com		
Correspondent Name:	Sheila Johnson		
Address Line 1:	5750 Wilshire Blvd.		
Address Line 4:	Los Angeles, CALIFORNIA 90036		
ATTORNEY DOCKET NUMBER:	MODERN GIRLS ASSIGNMENT		
NAME OF SUBMITTER:	Sheila Johnson		
Signature:	/Sheila K. Johnson/		
Date:	11/27/2006		

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Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of June 8, 2006 (the "Effective Date"), by and between Jane Rinzler Buckingham, an individual located at 9 West 10th Street, New York, NY 10011 ("Assignor"), and E! Entertainment Television, Inc., a Delaware corporation located at 5750 Wilshire Blvd., Los Angeles, CA 90036 ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

- A. WHEREAS, Assignor is the sole owner of the entire worldwide right, title and interest in, to and under the trademarks and/or service marks, any pending applications and registrations thereof (whether or not registered) in the United States and all other nations throughout the world, including all variations, derivations, combinations, registrations and applications for registrations of the foregoing together with any and all goodwill associated with the trademarks and/or service marks and the business associated therewith as described in Exhibit "A," attached hereto and incorporated by reference herein; all rights in all of the foregoing provided by treaties, conventions and common law and all rights to sue or recover and retain damages and attorneys' and expert fees and costs for past, present and future infringement and/or misappropriation of any of the foregoing (collectively, the "Marks"); and
- B. WHEREAS, Assignor desires to assign, convey, sell, grant and transfer to Assignee all of Assignor's right, title, and interest in and to the Marks and any and all goodwill associated with the Marks.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants recited in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. ASSIGNMENT. Assignor hereby irrevocably assigns, conveys, sells, grants transfers and sets over to Assignee, and Assignee's successors and assigns, all of Assignor's entire right, title and interest of every kind and character, in the United States and throughout the world, in and to the Marks, including all variations, derivations, combinations, registrations and applications for registrations of the foregoing together with any and all goodwill associated with the trademarks and/or service marks and the business associated therewith as described in Exhibit "A," attached hereto and incorporated by reference herein; and any copyright rights relating to the Marks, together with all goodwill associated therewith including, without limitation, (i) all federal, state, foreign, statutory and common law and other rights; (ii) all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); (iii) the right to prepare derivative marks thereof; (iv) all income, royalties and damages hereafter due or payable

to Assignor with respect to the Marks including, without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (v) all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. REPRESENTATIONS AND WARRANTIES.

a. Assignor hereby represents and warrants that as of the Effective Date:

- i Assignor is an individual;
- ii Assignor is the sole and exclusive owner of all right, title and interest in and to the Marks. None of the Marks have been held or adjudicated invalid or cancelled. Assignor hereby represents, acknowledges and agrees that no rights or equity of any third party are prejudiced due to the use of the Marks and there are no pending and/or threatened infringement actions against the Marks anywhere in the world, nor any known facts that would provide the basis for such infringement actions. For the purposes hereof, "pending" shall mean that such proceeding has been commenced with the appropriate governmental body, all applicable parties to such proceeding have been properly served, and such proceeding has not yet been resolved.
- iii Assignor has the full right, power and authority to enter into this Agreement, all requisite corporate action has been taken by Assignor in connection with entering into this Agreement, and Assignor has obtained any and all consents and approvals of any other third party and/or governmental authorities and agencies necessary to execute and perform this Agreement. Each of the persons signing this Agreement on behalf of Assignor is duly authorized to do so;
- iv This Agreement and all documents required hereby to be executed by Assignor are and shall be valid, legally binding obligations of and enforceable against Assignor and Assignor's successors and assigns in accordance with their respective terms and conditions. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Assignor is subject or by which Assignor is bound, or constitute a breach or default under any agreement or other obligation to which Assignor is a party or otherwise bound;
- v Assignor represents that there is no outstanding indebtedness incurred by Assignor for which a valid lien, security interest or other encumbrance could be filed against the Marks in any respective trademark registries. Assignor further represents that there is no past due fee or payment owing in the respective trademark registries relating to the Marks. Assignor agrees, however, that should any payment or fee incurred prior to the Effective Date

becomes known to Assignor, then Assignor will pay such fee to the respective trademark registry or to Assignee, as mutually agreed by the parties.

- vi Assignor will promptly take such other actions including, without limitation, the prompt execution and delivery of documents in recordable form, as may be necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Marks. Assignor further agrees for itself, Assignor's successors, assigns, and legally bound predecessors, without further consideration to Assignor but at Assignee's expense, to testify in any legal proceeding, make all lawful oaths, execute any further legal documents, including any further assignments, such as individual assignments for recordation in the United States Patent and Trademark Office and foreign trademark offices, and to perform all acts, that may be reasonably necessary to complete the assignment of Assignor's interest in and to the Marks and to obtain, maintain and enforce protection for said Marks in all countries throughout the world. In the event Assignor fails to execute such documentation after a reasonable amount of time, Assignor hereby appoints Assignee with full and complete authority and power-of-attorney to act in the stead of Assignor and to execute and record as Assignor's attorney-in-fact such transfer documentation. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any such legal document, and unless otherwise agreed in writing, the terms and conditions of this Agreement shall be controlling. Consequently, the terms and conditions of this Agreement shall control over those of any other documents assigning any part of the Marks whether executed on even date herewith or thereafter.
- vii This Agreement and all documents required hereby to be executed by Assignor are and shall be valid, legally binding obligations of and enforceable against Assignor, its successors and assigns in accordance with their terms; and
- viii Assignor will not engage in any action that would be detrimental to the validity of the Marks;

b. Assignee hereby represents and warrants that as of the Effective Date:

- i Assignee is a corporation duly organized and validly existing under the laws of the State of Delaware;
- ii Assignee has the full right, power and authority to enter into this Agreement, all requisite corporate action has been taken by Assignee in connection with entering into this Agreement and Assignee has obtained any and all consents and approvals of any other third party and/or governmental authorities and agencies necessary to execute and perform this Agreement. Each of the

persons signing this Agreement on behalf of Assignee is duly authorized to do so; and

- iii This Agreement and all documents required hereby to be executed by Assignee are and shall be valid, legally binding obligations of and enforceable against Assignee and Assignee's successors and assigns in accordance with their respective terms and conditions. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Assignee is subject or by which Assignee is bound, or constitute a breach or default under any agreement or other obligation to which Assignee is a party or otherwise bound;

3. MISCELLANEOUS.

- a. It is expressly understood and agreed by Assignor that in the event of any purported or actual breach by Assignee of any provision of this Agreement, the damage, if any, caused by Assignee thereby will not be irreparable or otherwise sufficient to entitle Assignor to injunctive or other equitable relief, and Assignor accordingly acknowledges that Assignor's remedies shall be limited to the right, if any, to recover damages at law. In addition, the Marks to be assigned by Assignor under this Agreement are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated solely in monetary damages to Assignee, and a breach by Assignor of any of the provisions of this Agreement will cause Assignee irreparable injury. Assignor therefore expressly agrees that Assignee shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement or any part thereof and/or to secure its enforcement. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies which Assignee may have for monetary damages or otherwise.
- b. Except as otherwise expressly specified, any required notice shall be given in writing, in English, by certified mail (return receipt requested), personal delivery or by facsimile to the party concerned, at the address specified hereunder or at such other address as may be subsequently designated in writing by such party. Notice shall be deemed given on the date received if by certified mail, on the day of faxing if by facsimile, the day picked up if by personal delivery, charges prepaid or to be billed. If the last day on which notice may be given falls on a Saturday, Sunday or other day on which the department of the sending party that is responsible for sending such notice is not open for business, then notwithstanding any other provision hereof, such last day shall be deemed postponed until the next day on which such department is open for business.
- c. NOTICES. All notices, statements, and other documents required to be given in writing shall be by personal (or messenger) delivery, by registered or certified mail or by facsimile transmission (with a confirmed "answer back" receipt and a

simultaneously delivered hard copy via expedited mail) and shall be addressed as follows:

If to E!:

Attention: Senior Vice President, Business Operations and General Counsel
E! Entertainment Television, Inc.
5750 Wilshire Boulevard
Los Angeles, CA, 90036
Telecopy No.: (323) 954-2770

If to Jane Rinzler Buckingham:

Attention: Jane Rinzler Buckingham c/o Andy Stabile
Creative Artist Agency
9830 Wilshire Boulevard
Beverly Hills, CA, 90210
Telecopy No.: (310) 288-5276

(or such other addresses as may be designated in writing by the applicable party). Notice given by personal (or messenger) delivery, by registered or certified mail or by facsimile shall be deemed given upon receipt.

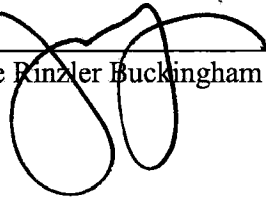
- d. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Either party may assign its rights and obligations under this Agreement without obtaining the consent of the other party, provided that the transferee expressly agrees in writing to assume and be bound by the obligations and conditions of this Agreement. Any such sale, assignment or transfer not in compliance with the foregoing shall be null and void.
- e. If either party commences any action or proceeding against the other party to enforce this Agreement or any of such party's rights hereunder, the prevailing party shall be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees and costs.
- f. This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding unless set forth in writing and signed by the Parties hereto.
- g. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.

- h. This Agreement may be executed in counterparts, each of which, or any combination of which when signed and delivered by all of the parties, shall be deemed an original, but all of which when taken together shall constitute one agreement.
- i. All representations, warranties and indemnities contained in this Agreement shall survive the expiration of this Agreement.
- j. Neither party shall disclose to any third party (other than to their respective directors, officers, agents and employees, in their capacity as such) any information with respect to the terms and provisions of this Agreement except: (a) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, in which event the party making such disclosure shall promptly so notify the other and shall seek confidential treatment of such information, or (b) as part of its normal reporting or review procedure to its parent company, partners, auditors and attorneys, *provided, however,* that such entities and/or persons agree to be bound by the provisions of this Section.
- k. If any provision of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.
- l. All controversies or questions with respect to this Agreement shall be determined in accordance with New York law applicable to contracts made and to be wholly performed in New York. Regardless of the place of execution hereof, this Agreement, all amendments hereto, and any and all issues or controversies arising herefrom or related hereto, shall be governed by and construed exclusively in accordance with the laws and decisions of the State of New York applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions. The parties hereto agree that the state and federal courts sitting in New York, New York shall be the exclusive forum and situs for the resolution of any and all disputes, controversies or matters arising herefrom or related hereto.
- m. EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT ENTERED INTO IN CONNECTION HERewith AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

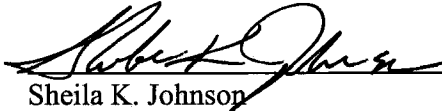
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date.

Jane Rinzler Buckingham

E! Entertainment Television, Inc.



Jane Rinzler Buckingham



Sheila K. Johnson
Senior Vice President, Business Operations and
General Counsel

Exhibit A

LIST OF MARKS

Mark: THE MODERN GIRL'S GUIDE TO LIFE

Registration No.: 2799047

Country of Registration: USA

Registration Date: December 23, 2003