

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
Discovery Communications, Inc.		05/14/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Travel Media, Inc.
Street Address:	c/o Cox Communications, Inc., 1400 Lake Hearn Drive, N.E.
Internal Address:	Attn: Legal Department
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30319
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2736372	TRAVEL CHANNEL
Registration Number:	2740003	TRAVEL CHANNEL
Registration Number:	2948169	TRAVEL CHANNEL
Registration Number:	1982443	TRAVEL CHANNEL
Registration Number:	1205086	TRAVEL CHANNEL
Registration Number:	1522924	THE TRAVEL CHANNEL
Registration Number:	2740214	TRAVEL CHANNEL
Registration Number:	2661684	CASINO DIARIES
Registration Number:	3205176	NO RESERVATIONS
Registration Number:	3144277	WEDNESDAY NIGHT IS POKER NIGHT
Serial Number:	78817930	TRAVEL T
Serial Number:	78817894	T
Serial Number:	78817915	TC TRAVEL CHANNEL

CH \$515.00 2736372

Serial Number:	78599771	TRAVEL CHANNEL
Serial Number:	78669040	TRAVEL CHANNEL THE ULTIMATE TOUR
Serial Number:	78828323	ARE WE THERE YET?
Serial Number:	78686155	5 TAKES
Serial Number:	78669042	FIVE TAKES
Serial Number:	78831265	BE A TRAVELER
Serial Number:	78474501	WEDNESDAY NIGHT IS POKER NIGHT

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 909-6000
Email: trademarks@debevoise.com
Correspondent Name: Matthew Heintz, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	22774-1008
NAME OF SUBMITTER:	Matthew Heintz
Signature:	/Matthew Heintz/
Date:	05/19/2007

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made as of May 14, 2007 by Discovery Communications, Inc., a Delaware corporation ("Assignor") to Travel Media, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Agreement and Plan of Reorganization (the "Reorganization Agreement"), dated as of the date hereof, by and among Cox Communications, Inc., Cox Communications Holdings, Inc., Discovery Communications Holdings, LLC, Discovery Communications, LLC and Assignee, Assignor has agreed to assign, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which applications for registration has been filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the date of this Assignment, Assignor shall and shall cause its affiliates and related parties to execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Assignment.

This Assignment is expressly subject to the terms and conditions of the Reorganization Agreement. The Reorganization Agreement shall remain in full force and effect in accordance with its terms.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

DISCOVERY COMMUNICATIONS, INC.

By: Christina Wadyka

Name: Christina Wadyka

Title: Senior Vice President, Legal Affairs

Acknowledge and Agreed:

TRAVEL MEDIA, INC.

By: Christina S. Wadyka

Name: Christina S. Wadyka

Title: Senior Vice President, Legal Affairs

ACKNOWLEDGMENT






STATE OF MARYLAND)
 :SS:
COUNTY OF Prince Georges')

On May 14, 2007, before me, the undersigned, personally appeared
Christina S. Wadyka personally known to me or proved to me
on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are)
subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s), or the person upon behalf of which the individual(s) acted,
executed the instrument.

Roxan J. Cooks
(signature and office of individual taking
acknowledgment)

ROXAN J. COOKS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 1, 2009

SCHEDULE I

Mark	Serial No./ Registration No.
TRAVEL T (& Design) 	78/817930
Miscellaneous Design 	78/817894
TC TRAVEL CHANNEL (& Design) 	78/817915
TRAVEL CHANNEL	78/599771
TRAVEL CHANNEL	2736372
TRAVEL CHANNEL	2740003
TRAVEL CHANNEL	2948169
TRAVEL CHANNEL	1982443
TRAVEL CHANNEL	1205086
TRAVEL CHANNEL THE ULTIMATE TOUR	78/669040
THE TRAVEL CHANNEL and Design 	1522924
TRAVEL CHANNEL (& Design) 	2740214
ARE WE THERE YET?	78/828323
CASINO DIARIES	2661684
5 TAKES	78/686155

Mark	Serial No./ Registration No.
FIVE TAKES	78/669042
NO RESERVATIONS	3205176
BE A TRAVELER	78/831265
WEDNESDAY NIGHT IS POKER NIGHT	3,144,277
WEDNESDAY NIGHT IS POKER NIGHT	78/474501