

10-12-2007



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to the Director of the U. S. Patent and Trademark Office

documents or the new address(es) below.

10-9-07

1. Name of conveying party(ies):

Discovery Communications, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) August 16, 2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Travel Media, Inc.

Internal

Address: AHn: Legal Department

Street Address: % Cox Communications, Inc
1400 Lake Hearn Drive, N. E.
City: Atlanta

State: Georgia

Country: U.S.A. Zip: 30319

- Association
- General Partnership
- ~~Limited Partnership~~ Citizenship Delaware
- Corporation
- Other

Citizenship _____
Citizenship _____
Citizenship Delaware
Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/546415

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ellen Hackler, Arent Fox LLP

Internal Address: _____

Street Address: 1050 Connecticut Ave., N.W.

City: Washington

State: D.C. Zip: 20036

Phone Number: 202.857.6000

Fax Number: 202.857.6395

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 01-2300
Authorized User Name _____

9. Signature: Ellen Hackler
Signature

Oct. 9, 2007
Date

Ellen Hackler
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

00000045 78546415 40.00 DP
10/11/2007 DBYRNE 01 FC:85E1

ASSIGNMENT OF TRADEMARK

This Assignment of Trademarks (this "Assignment") is made as of August 16, 2007 by Discovery Communications, Inc., now known as Discovery Communications, LLC, a Delaware limited liability company ("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 May 14, 2007, 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 mark IT PAYS TO WATCH, Serial No. 78/546415, and incorporated by reference herein for which an application for registration has been filed in the United States Patent and Trademark Office.

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 Mark, the registration and application 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 Mark, 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.

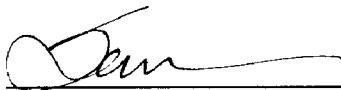
This Assignment is expressly subject to the terms and conditions of the Reorganization Agreement. The Reorganization Agreement shall remain in full force and effect in accordance with its terms.

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.,
Now known as Discovery Communications, LLC

By:



Name: Sarah M. Crispi

Title: Director of Trademarks

TECH/527708.1

RECORDED: 10/09/2007

TRADEMARK
REEL: 003639 FRAME: 0811