

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
WMG Productions LLC		06/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	United States Swimming, Inc.		
Doing Business As:	DBA USA Swimming		
Street Address:	One Olympic Plaza		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80909-5770		
Entity Type:	nonprofit: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77407314	CHLORINATION	
CORRESPONDENCE DATA			
Fax Number:	(719)633-1518		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	719-473-3800		
Email:	jill.chalmers@hro.com		
Correspondent Name:	Jill J. Chalmers		
Address Line 1:	90 S. Cascade Avenue #1300		
Address Line 4:	Colorado Springs, COLORADO 80903		
ATTORNEY DOCKET NUMBER:	12545-00040		
NAME OF SUBMITTER:	Jill J. Chalmers		
Signature:	/Jill J. Chalmers/		

OP \$40.00 77407314

Date:

06/15/2009

Total Attachments: 1

source=USAS Trademark Assignment Agreement#page1.tif

TRADEMARK ASSIGNMENT AGREEMENT

This is a Trademark Assignment Agreement by and between WMG Productions LLC, a Delaware limited liability company having a mailing address of 12100 W. Olympic Blvd, Suite 200, Los Angeles, CA 90064 ("Assignor"), to United States Swimming, Inc. d/b/a USA Swimming, a Colorado nonprofit corporation ("Assignee"), having a mailing address of One Olympic Plaza, Colorado Springs, CO 80909-5770.

WHEREAS, Assignor is the owner of the trademark CHLORINATION, an application for registration in the United States therefor (Serial No. 77/407,314 filed on February 27, 2008) in connection with "transmission and distribution of audio visual programs relating to swimming via a global computer network or the Internet" in International Class 38, and "distribution of audio visual programs, namely, films relating to swimming" in International Class 41 (the "Mark");

WHEREAS, Assignor and Assignee previously entered into a Termination Agreement and Mutual Release (the "Termination Agreement") dated March 19, 2009 whereby Assignor assigned to Assignee all right, title and interest in and to all of Assignor's assets relating to the swimnetwork.com business including all trademarks associated with the swimnetwork.com business and website;

WHEREAS, the parties desire for Assignee, as successor to Assignor's business as it pertains to the Mark, to acquire all right, title and interest in and to the Mark.

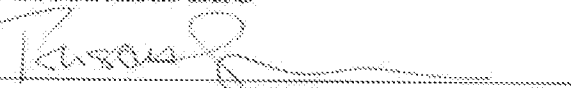
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee all right, title and interest in and to the Mark, together with the goodwill symbolized by said Mark, and Assignor hereby agrees to take such other actions as are reasonably necessary to transfer and assign the Mark to Assignee, including, without limitation, filing this Trademark Assignment Agreement with the United States Patent and Trademark Office. The parties acknowledge that by virtue of the Termination Agreement, Assignee is the successor to the portion of Assignor's business pertaining to the Mark, which such business is ongoing and existing.

IN WITNESS WHEREOF, this Assignment is executed by the undersigned effective this 15 day of June, 2009.

ASSIGNOR:

WMG Productions LLC

By



Printed Name: Trista Schiporoler

Title: General Counsel