

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
William Morris Agency, LLC		06/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WMEE II, LLC		
<b>Street Address:</b>	9601 Wilshire Boulevard		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1811052	WILLIAM MORRIS AGENCY	
<b>Registration Number:</b>	2307188	WILLIAM MORRIS AGENCY	
<b>Registration Number:</b>	2508370	WMA	
<b>Serial Number:</b>	77554131	WMA SELF SERVE	
<b>Registration Number:</b>	1811051	XXXX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)492-0195		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2123733195		
<b>Email:</b>	jlichtenstein@paulweiss.com, hranucci@paulweiss.com		
<b>Correspondent Name:</b>	Jessica Lichtenstein		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 2:</b>	c/o Paul, Weiss, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		

**CH \$140.00 1811052**

ATTORNEY DOCKET NUMBER:	18987-001
NAME OF SUBMITTER:	Jessica Lichtenstein
Signature:	/Jessica Lichtenstein/
Date:	06/29/2009

**Total Attachments: 11**

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of June 1, 2009 (this "Assignment"), by William Morris Agency, LLC, a Delaware limited liability company (the "Assignor"), in favor of WMEE II, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in the Contribution Agreement dated as of April 27, 2009 (as amended, modified and supplemented from time to time, the "Contribution Agreement") between William Morris Endeavor Entertainment, LLC (f/k/a WMEA, LLC), a Delaware limited liability company, The Endeavor Agency, LLC, a Delaware limited liability company, and the Assignor.

Pursuant to the Contribution Agreement, the Assignor has agreed to assign, transfer and deliver to the Assignee all of the Assignor's rights, title and interest in and to the Assignor's intellectual property included in the W Assets, including, without limitation, the trademarks listed on Schedule 1 attached hereto (the "Trademarks").

In accordance with the Assignment and Assumption Agreement, dated as of June 1, 2009 between the Assignor and the Assignee (the "Assignment and Assumption Agreement"), the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Contribution Agreement and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks to the Assignee.

In consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, transfers and delivers to the Assignee all of its rights, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations thereof throughout the world, and (d) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement, passing off or dilution of, or damage or injury to the Trademarks.
2. The Assignor hereby acknowledges and agrees that from and after the date hereof, the Assignee shall be the exclusive owner of all of the Assignor's rights, title and interest in and to the Trademarks.
3. As further set forth in the Assignment and Assumption Agreement, the Assignor shall from time to time at the Assignee's request and expense and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment and take such further action as the Assignee may reasonably require to effectively assign, transfer and convey to the Assignee the Trademarks.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

WILLIAM MORRIS AGENCY, LLC

By: 

Name: *David Wirschafter*  
Title:

*President*

WMEE II, LLC

By: \_\_\_\_\_

Name:  
Title:



# CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)  
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

\_\_\_\_\_  
Signature of Document Signer No. 1

\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

29<sup>th</sup> day of May, 2009, by

(1) David Wirtschaffen  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

- (and

(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Further Description of Any Attached Document

Title or Type of Document: Trademark Assn. Agreement

Document Date: N/A Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER #1  
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2  
Top of thumb here

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

WILLIAM MORRIS AGENCY, LLC

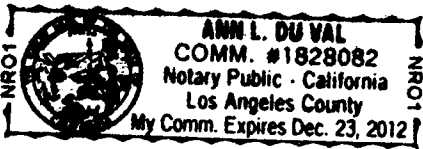
By: \_\_\_\_\_  
Name:  
Title:

WMEE II, LLC

By:  \_\_\_\_\_  
Name:  
Title:

STATE OF California  
COUNTY OF Los Angeles :ss.)

On this 29th day of May, 2009 before me personally came Patrick Whitesell me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he or she is a representative of WMEE II, LLC; he or she signed the instrument in the name of WMEE II, LLC; and he or she had the authority to sign the instrument on behalf of WMEE II, LLC.



Ann L. Du Val  
Notary Public



**SCHEDULE 1**

**Trademarks**

**[ATTACHED]**

*Signature page to Trademark Assignment*

**TRADEMARK  
REEL: 004012 FRAME: 0828**

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int. Class	Owner
WM	Australia	899584 Jan. 7, 2002	899584 Jan. 7, 2002	35, 36, 41	William Morris Agency
WILLIAM MORRIS	Benelux	1093719 Dec. 1, 2005	0781427 Dec. 2, 2005	35, 36, 41, 42	William Morris Agency
XXXXX Design	Canada	1149961 Aug. 16, 2002	TMA606293 Mar. 25, 2004		William Morris Agency
WILLIAM MORRIS AGENCY	Canada	1150194 Aug. 19, 2002	TMA622966 Oct. 20, 2004		William Morris Agency
WMA	Canada	1149960 Aug. 16, 2002	TMA605773 Mar. 19, 2004		William Morris Agency
WILLIAM MORRIS	China	4105849 Jun. 7, 2004	4105849 Jul. 28, 2007	41	William Morris Agency
WILLIAM MORRIS	China	4105850 Jun. 7, 2004	4105850 Jul. 28, 2007	36	William Morris Agency
WILLIAM MORRIS	China	4105857 Jun. 7, 2004	4105857 Jul. 28, 2007	35	William Morris Agency
WILLIAM MORRIS AGENCY	China	3751380 Oct. 14, 2003	3751380 Jan. 21, 2006	41	William Morris Agency
WILLIAM MORRIS AGENCY	China	3751381 Oct. 14, 2003	3751381 Feb. 28, 2006	36	William Morris Agency

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int. Class	Owner
WILLIAM MORRIS AGENCY	China	3751382 Oct. 14, 2003	3751382 Sep. 21, 2005	35	William Morris Agency
WILLIAM MORRIS AGENCY (In Chinese Characters)	China	4105903 Jun. 7, 2004	4105903 Jul. 21, 2007	41	William Morris Agency
WILLIAM MORRIS AGENCY (In Chinese Characters)	China	4105904 Jun. 7, 2004	4105904 Jul. 21, 2007	36	William Morris Agency
WILLIAM MORRIS AGENCY (In Chinese Characters)	China	4105905 Jun. 7, 2004	4105905 Jul. 21, 2007	35	William Morris Agency
WILLIAM MORRIS (In Chinese Characters)	China	4105847 Jun. 7, 2004	4105847 Jul. 21, 2007	36	William Morris Agency
WILLIAM MORRIS (In Chinese Characters)	China	4105848 Jun. 7, 2004	4105848 Jul. 21, 2007	35	William Morris Agency
WILLIAM MORRIS (In Chinese Characters)	China	4105906 Jun. 7, 2004	4105906 Jul. 21, 2007	41	William Morris Agency
WM (Stylized)	China	3063187 Jan. 7, 2002	3063187 Apr. 28, 2003	41	William Morris Agency
WM (Stylized)	China	3063188 Jan. 7, 2002	3063188 May 21, 2003	36	William Morris Agency
WM (Stylized)	China	3063189 Jan. 7, 2002	3063189 May 14, 2003	35	William Morris Agency

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int. Class	Owner
XXXX	China	3751383 Oct. 14, 2003	3751383 Jan. 21, 2006	41	William Morris Agency
XXXX	China	3751384 Oct. 14, 2003	3751384 Feb. 28, 2006	36	William Morris Agency
XXXX	China	3751385 Oct. 14, 2003	3751385 Sep. 21, 2005	35	William Morris Agency
WILLIAM MORRIS AGENCY	Community Trademarks	1009299 Dec. 7, 1998	1009299 May 30, 2000	35, 36, 41, 42	William Morris Agency
WMA	Community Trademarks	1009836 Dec. 7, 1998	1009836 May 16, 2000	35, 36, 41, 42	William Morris Agency
XXXX	Community Trademarks	1008523 Dec. 7, 1998	1008523 May 15, 2002	35, 36, 41, 42	William Morris Agency
WILLIAM MORRIS AGENCY	India	1243176 Oct. 14, 2003		41, 36, 35	William Morris Agency
XXXX (Device)	India	1243177 Oct. 14, 2003		41, 36, 35	William Morris Agency
WILLIAM MORRIS AGENCY	Japan	200388501 Oct. 8, 2003	4981749 Aug. 25, 2006	35, 36, 41	William Morris Agency
XXXX	Japan	200388500 Oct. 8, 2003	4947238 Apr. 21, 2006	35, 36, 41	William Morris Agency

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int. Class	Owner
WILLIAM MORRIS AGENCY	New Zealand	801123 Jan. 7, 2009		35, 36, 41	William Morris Agency
WMA	New Zealand	801125 Jan. 7, 2009		35, 36, 41	William Morris Agency
XXXX	New Zealand	801124 Jan. 7, 2009		35, 36, 41	William Morris Agency
WILLIAM MORRIS AGENCY	South Korea	41200814101 May 26, 2008		35, 36	William Morris Agency
WMA	South Korea	41200814100 May 26, 2008		35, 36	William Morris Agency
WILLIAM MORRIS AGENCY	United States	74342137 Dec. 18, 1992	1811052 Dec. 14, 1993	35	William Morris Agency
WILLIAM MORRIS AGENCY	United States	75520315 Jul. 16, 1998	2307188 Jan. 11, 2000	35, 36, 41	William Morris Agency
WMA	United States	75520316 Jul. 16, 1998	2508370 Nov. 20, 2001	35, 36	William Morris Agency
WMA SELF SERVE	United States	77554131 Aug. 22, 2008		35, 38, 41	William Morris Agency
XXXX	United States	74342136 Dec. 18, 1992	1811051 Dec. 14, 1993	35	William Morris Agency