

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/26/2008		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bellon Entertainment Inc.		08/06/2009	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tokyo Broadcasting System Television, Inc.		
<b>Street Address:</b>	5-3-6 Akasaka, Minato-ku		
<b>City:</b>	Tokyo		
<b>State/Country:</b>	JAPAN		
<b>Postal Code:</b>	107-8006		
<b>Entity Type:</b>	CORPORATION: JAPAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3387835	NINJA WARRIOR	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(516)869-0991		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	516-869-6422		
Email:	legalsiegal@aol.com		
Correspondent Name:	Laura B. Siegal		
Address Line 1:	39 Chestnut Road		
Address Line 4:	Manhasset, NEW YORK 11030		
<b>DOMESTIC REPRESENTATIVE</b>			
Name:	Liner Grode Stein Yankelevitz Sunshine		
Address Line 1:	1100 Glendon Avenue		
Address Line 2:	14th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90024		

OP \$40.00 3387835

**TRADEMARK**

**900141303**

**REEL: 004048 FRAME: 0236**

NAME OF SUBMITTER:	Laura B. Siegal
Signature:	/Laura B. Siegal/
Date:	08/18/2009
<b>Total Attachments: 5</b> source=NINJA WARRIOR Assignment (Class 41)#page1.tif source=NINJA WARRIOR Assignment (Class 41)#page2.tif source=NINJA WARRIOR Assignment (Class 41)#page3.tif source=NINJA WARRIOR Assignment (Class 41)#page4.tif source=NINJA WARRIOR Assignment (Class 41)#page5.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of February 26, 2008, and is entered into by and between Bellon Entertainment Inc., a New York corporation with a place of business at 14 Vanderverter Avenue, Suite L3A, Port Washington, New York, zip code 11050 ("Assignor"), and Tokyo Broadcasting System Television, Inc., a Japanese corporation formerly known as Tokyo Broadcasting System, Inc., with a place of business at 5-3-6 Akasaka, Minato-ku, Tokyo 107-8006, Japan ("Assignee"), with reference to the following facts:

A. Assignor and Assignee have entered into an Agency Agreement, dated as of January 1, 1998 (together with any amendments, supplements, restatements, modifications, renewals, replacements or extensions thereto, the "Sales Agency Agreement"), pursuant to which Assignee has engaged Assignor to represent Assignee by, among other things, acting as Assignee's exclusive sales agent with respect to the TBS Programs (as defined in the Sales Agency Agreement) throughout the United States (including its territories and possessions) and Canada;

B. Assignor has adopted, has used, is using and is the owner of certain United States trademarks that are the subject of registrations and applications made at the request, on behalf and inuring to the benefit of Assignee and filed with the United States Patent and Trademark Office (the "USPTO") including, but not limited to, the trademark set forth on Schedule A attached hereto and incorporated herein by reference (the "Trademark");

C. Assignor desires to assign to Assignee and its successors, assigns and other legal representatives all of Assignor's right, title, and interest in and to the Trademark and the associated goodwill thereof, and Assignee desires to acquire all of Assignor's right, title, and interest in and to the Trademark and the associated goodwill thereof; and

D. All initially capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Sales Agency Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows.

I. Assignment. Assignor hereby assigns, sells, grants, transfers, conveys and delivers to Assignee and its successors, assigns and other legal representatives, for their use and enjoyment, all of Assignor's right, title, and interest throughout the universe and in perpetuity in and to: (i) the Trademark, any common law rights thereto and all goodwill associated with, identified and symbolized by the use thereof; (ii) the exclusive right to conduct business in connection with the Trademark; (iii) all rights to sue, counterclaim and collect damages and payments for claims of past, present and future infringement, dilution, unfair competition or misappropriation thereof; and (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademark. Assignee hereby accepts the foregoing assignment, sale, grant, transfer, conveyance and delivery. For the avoidance of doubt, the

provisions of this Assignment shall not be construed to transfer, diminish or otherwise affect the parties' mutual rights and obligations with respect to the Sales Agency Agreement.

2. Further Assurances. Assignor shall take such further actions and shall execute, deliver and record with the appropriate filing offices and registrars all such documents, in each instance, at Assignee's sole expense for which it shall promptly reimburse Assignor and as is necessary or desirable to give full effect to the rights of Assignee in and to the Trademark as set forth herein, including, without limitation, the execution, delivery and recordation of this Assignment with the USPTO, together with any other documents required to establish Assignee as the owner of record with respect to the Trademark.

3. Representations and Warranties. Assignor represents, warrants and covenants that:

(a) Assignor has the full right, power and authority to enter into and to fully perform all its obligations hereunder, and to grant Assignee the rights granted hereunder, which to the best of Assignor's knowledge does not infringe upon any rights of any third party;

(b) Assignor has not made, and will not make, any contractual or other commitment which would hinder the full performance of this Assignment, and Assignor has no knowledge of any action taken by it and will take no action intended to impair the value of, or interfere with Assignee's enjoyment of, the rights granted and the services to be rendered by Assignor hereunder;

(c) To the best of Assignor's knowledge, the Trademark does not violate, conflict with, or infringe upon any rights whatsoever including, without limitation, the trademark rights of any person or entity; and

(d) To the best of Assignor's knowledge, no claim, suit, action or other proceeding has been threatened or brought in connection with Assignor, or persons or entities associated with Assignor, which would or might affect any of the rights granted by Assignor to Assignee in this Assignment.

4. Miscellaneous.

(a) Entire Agreement. This Assignment constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(b) Amendments. This Assignment may be amended, modified or supplemented only as set forth in a writing signed by the parties hereto.

(c) Exhibits and Schedules. All exhibits and schedules attached hereto are hereby incorporated by reference into and made a part of this Assignment.

(d) Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to constitute an original, and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Assignment by facsimile or transmitted electronically in either Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. Any signatory delivering an executed counterpart by facsimile, TIFF or PDF shall also deliver a manually executed counterpart of this Assignment, but the failure to do so shall not affect the validity, enforceability or binding effect of this Assignment.

(e) Severability. If any provisions hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof; provided, however, that the parties hereto shall use reasonable efforts, including, but not limited to, the amendment of this Assignment, to ensure that this Assignment shall reflect as closely as practicable the intent of the parties.

(f) Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ANY APPLICABLE CONFLICTS OF LAW.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date first written above.

ASSIGNOR:

ASSIGNEE:

BELLON ENTERTAINMENT, INC.

TOKYO BROADCASTING SYSTEM  
TELEVISION, INC.

By: 

Name: GREGORY P. BELLON

Title: PRESIDENT

By: 

Name: Naoko Yoshida

Title: Director of Program Sales  
Content Business Division

SCHEDULE A

UNITED STATES TRADEMARKS

Mark	Serial No.	Registration No.	Registration Date	International Classification
NINJA WARRIOR	77/109,965	3,387,835	2/26/2008	Class 041

*J.Y.*

*[Signature]*

**TRADEMARK**