

TRADEMARK ASSIGNMENT

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| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Brentwood Communications International, Inc. | | 09/14/2009 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Scripps Networks, LLC | | |
| Street Address: | 9721 Sherrill Boulevard | | |
| City: | Knoxville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37932 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3677989 | LIVING WITH ED | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (614)464-1737 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 614-559-7233 | | |
| Email: | nhudson@fbtlaw.com | | |
| Correspondent Name: | Nicolette R. Hudson | | |
| Address Line 1: | 10 W. Broad Street | | |
| Address Line 2: | Suite 2300 | | |
| Address Line 4: | Columbus, OHIO 43202 | | |
| NAME OF SUBMITTER: | Nicolette R. Hudson | | |
| Signature: | /nicolette r hudson/ | | |
| Date: | 09/15/2009 | | |

OP \$40.00 3677989

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

This Trademark Assignment Agreement ("Agreement") is entered into this 14th day of September, 2009 (the "Execution Date"), by and between Brentwood Communications International Inc., a Delaware corporation, having its principal place of business at 3500 North San Fernando Boulevard, Burbank, California 91505 ("Assignor"), and Scripps Networks, LLC, a Delaware limited liability company, having its principal place of business at 312 Walnut Street, Suite 2800, Cincinnati, Ohio 45202 ("Assignee");

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the Class 41 mark LIVING WITH ED for entertainment in the nature of on-going television program in the field of reality television and is the owner of U.S. Trademark Registration No. 3677989 for LIVING WITH ED (the "Mark"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Mark, together with the goodwill of the business in connection with which the Mark is used;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

ASSIGNMENT

Assignor does hereby sell, assign, transfer, set over, and deliver to Assignee all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by said Mark.

REPRESENTATIONS AND WARRANTIES

The Assignor represents and warrants that:

- (a) Assignor is the owner of the Mark free and clear of all liens, charges, pledges, security interests, demands, adverse claims, rights of others, or other encumbrances whatsoever;
- (b) Assignor has good right, full power and absolute authority to enter into this Agreement and to assign the Mark to the Assignee; and



- (c) No other person has any agreement, option, understanding or commitment or any right or privilege to acquire the Mark.

The representations and warranties of the Assignor shall survive the closing of this Agreement and shall continue in full force and effect for the benefit of the Assignee.

OTHER APPLICATIONS

The rights assigned in this Agreement and the defined term "Mark" herein, do not include Assignor's rights in and to U.S. Trademark Application for the mark LIVING WITH ED in Classes 9 and 25, Serial No. 78/876,713, all of which rights are hereby expressly reserved by Assignor.

GOVERNING LAW

This Agreement is governed by, and will be construed and enforced in accordance with Ohio law.

IN WITNESS WHEREOF, the Assignor has executed and delivered this Agreement as of the Execution Date.

ASSIGNOR:

Brentwood Communications International Inc.

By: 

Bud Brutsman
President