

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
ITN NETWORKS, INC.		08/31/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	ITN OPERATING COMPANY, LLC		
Street Address:	747 Third Avenue		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2824367	ITN	
CORRESPONDENCE DATA			
Fax Number:	(973)597-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	16802.17		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
Signature:	/Vanessa A. Ignacio/		

CH \$40.00 2824367

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**TRADEMARK
 REEL: 004217 FRAME: 0666**

Date:

06/03/2010

Total Attachments: 4

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SERVICE MARK ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT (this "Service Mark Assignment") is made by and between ITN NETWORKS, INC., a New York corporation formerly known as Independent Television Network, Inc. ("Assignor"), and ITN OPERATING COMPANY, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Assignee, ITN Acquisition Company, LLC, Timothy J. Connors, Jr. and R. Michael Kammerer, Jr. are parties to that certain Asset Purchase Agreement, dated as of August 3, 2006 (the "Purchase Agreement"), relating to the sale to Assignee of certain assets as specifically set forth in the Purchase Agreement, including without limitation all right, title, and interest in and to the service mark registrations set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registrations (such rights, collectively, the "Service Marks").

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Service Marks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registrations therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Service Marks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
2. This Service Mark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the state of New York, without giving effect to the principles of conflicts of laws thereof.
3. In the event that any provision of this Service Mark Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.
4. This Service Mark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

6. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Service Mark.

IN WITNESS WHEREOF, each of the undersigned has caused this Service Mark Assignment to be executed by its officer thereunto duly authorized, as of the 31st day of August, 2006.

ITN NETWORKS, INC. f/k/a INDEPENDENT TELEVISION NETWORK, INC.

By: _____
Name:
Title:

STATE OF New York
COUNTY OF New York

On this 29 day of August, 2006, before me personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Carol Campbell
NOTARY PUBLIC

My commission expires: _____

ITN OPERATING COMPANY, LLC

CAROL CAMPBELL
Notary Public, State of New York
No. 01CA5043328
Qualified in Kings County
Commission Expires May 8, 2007

By: _____

Name: Kevin S. Waldman
Title: Vice President

Schedule A

Mark	Country	Serial No.	Registration No.
I	United States	76146729	2536038
ITN	United States	76282489	2824367