

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Pets.TV, Inc.		06/30/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	Entertainment Studios Networks, Inc.		
Street Address:	1925 Century Park East, Suite 1025		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	77840196	PETS.TV	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(310)282-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-282-2000 x2108		
Email:	krogers@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	013565-00036		
NAME OF SUBMITTER:	David W. Grace		
Signature:	/David W. Grace/		
Date:	07/06/2010		

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Total Attachments: 1  
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**TRADEMARK**  
**REEL: 004237 FRAME: 0547**


TRADEMARK ASSIGNMENT

For and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pets.TV, Inc., a California corporation ("Assignor"), hereby sells, assigns, and transfers to Entertainment Studios Networks, Inc., a California corporation, 1925 Century Park East, Suite 1025, Los Angeles, California 90067 (Assignee"), absolutely and forever, its entire right, title, and interest, whether statutory or at common law, in and to the trademark PETS.TV (the "Mark"), together with the goodwill of the business symbolized by the Mark, and all corresponding registrations and applications to register the marks, including U.S. Application No. 77/840196, as well as all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Mark and other corresponding rights in the Assignee.

IN WITNESS WHEREOF, this Assignment is effective as of the 30<sup>th</sup> day of June 2010.

Pets.TV, Inc.

By:  Chief Operating Officer  
Name: TERENCE HILL

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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