

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
DIRECTV, INC.		02/10/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DIRECTV Sports Networks, LLC		
Street Address:	601 Union Street, Suite 3020		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78934245	ROOT FILMS	
CORRESPONDENCE DATA			
Fax Number:	(310)586-0564		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3105867700		
Email:	latm2@gtlaw.com		
Correspondent Name:	Susan L. Heller		
Address Line 1:	2450 Colorado Ave., Suite 400E		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
ATTORNEY DOCKET NUMBER:	068783-010300		
NAME OF SUBMITTER:	Susan L. Heller		
Signature:	/slh/gl/		
Date:	03/18/2011		

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TRADEMARK
REEL: 004501 FRAME: 0237

Total Attachments: 4
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TRADEMARK, TRADE NAME AND DOMAIN NAME
ASSIGNMENT AGREEMENT

This Trademark, Trade Name and Domain Name Assignment Agreement (hereinafter, "Agreement") is made by and between DIRECTV, Inc., a California corporation located at 2230 East Imperial Highway, El Segundo, California 90245 (hereinafter, "Assignor"), and DIRECTV Sports Networks, LLC, a Delaware limited liability company located at 601 Union Street, Suite 3020, Seattle, Washington 98101 (hereinafter, "Assignee") (collectively with Assignor, the "Parties").

WHEREAS, Assignor is the owner of the trademark and trade name ROOT FILMS and the accompanying logo mark (the "ROOT FILMS Logo") listed in Schedule A (collectively, the "Marks") as well as the registration listed in Schedule B (the "Registration") and has acquired all right, title, interest and associated goodwill in and to the Marks;

WHEREAS, Assignor is the owner of the domain names www.rootfilm.com and www.rootfilms.com (the "Domain Names");

WHEREAS, Assignee is desirous of acquiring all Assignor's right, title, and interest in and to the Marks, the Registration and the Domain Names;

WHEREAS, Assignor is willing to assign to Assignee all Assignor's right, title, and interest in and to the Marks, the Registration and the Domain Names;

NOW, THEREFORE, in consideration of the covenants and considerations set forth hereinafter and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties hereto acknowledge and agree as follows:

1. Assignor hereby assigns to Assignee all Assignor's right, title, and interest in and to the Marks and the Registration, together with the goodwill of the business associated therewith, and all rights to damages and profits, due or accrued, arising out of past infringements of said Marks, and the right to sue for and recover the same.

2. Assignor hereby assigns to Assignee all Assignor's right, title, and interest in and to the Domain Names.

3. Assignor shall promptly, upon the request of Assignee, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee may reasonably request to permit Assignee to record the assignment made by this instrument or any other documents Assignee may reasonably deem necessary or advisable to effectuate the terms and intent of this Agreement, including to record the assignment of the Registration with the U.S. Patent and Trademark Office and to effectuate the transfer of the Domain Names to Assignee.

4. All covenants, terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. This Agreement shall be interpreted according to the laws of the State of California without reference to its choice of law principles and rules.

6. This Agreement constitutes the entire understanding among and between the Parties with respect to the assignment of the Marks, the Registration and the Domain Names, and

may not be modified, changed or amended except in writing executed by the Parties, their successors or assigns.

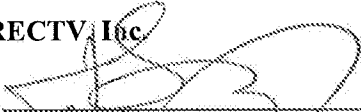
7. This Agreement may be executed in two counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same document.

8. If any provisions of this Agreement shall become or be declared invalid or unenforceable, all other provisions shall remain in effect.

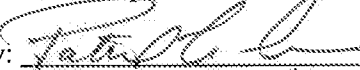
9. Each individual signing this Agreement on behalf of the respective Parties represents that (s)he has the authority to execute this Agreement on such party's behalf.

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment, which is effective as of the last date written below.

DIRECTV, Inc

By: 
Name: Takemko Suzuki
Title: Deputy General Counsel
Date: 2/9/2011

DIRECTV Sports Networks, LLC

By: 
Name: PATRICK CRUMB
Title: SVP & General Counsel
Date: 2/10/2011

SCHEDULE A

ROOT FILMS

The ROOT FILMS Logo



SCHEDULE B

REGISTRATION

Mark	U.S. Reg. No.	Reg. Date	Goods/Services
ROOT FILMS	3726772	Dec. 15, 2009	Class 35: Production of television commercials Class 41: Entertainment, namely, production of music videos, feature films, and television shows