

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
Masters Software, Inc.		10/18/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Discovery Communications, LLC		
Street Address:	One Discovery Place		
City:	Silver Spring		
State/Country:	MARYLAND		
Postal Code:	20910		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3746204	CAKEBOSS	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2028576000		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Anthony V. Lupo, Esq.		
Address Line 1:	Arent Fox LLP		
Address Line 2:	1050 Connecticut Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	026152.00001		
NAME OF SUBMITTER:	Linda T. Makings		
Signature:	/Linda T. Makings/		
Date:	06/16/2011		

OP \$40.00 3746204

Total Attachments: 4

source=Cake Boss Assign#page1.tif

source=Cake Boss Assign#page2.tif

source=Cake Boss Assign#page3.tif

source=Cake Boss Assign#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment") is made and entered into as of this 18th day of October, 2010 (the "Effective Date"), by and between Masters Software, Inc., a Texas corporation ("Assignor") and Discovery Communications, LLC, a Delaware corporation ("Assignee") (each of Assignor and Assignee, individually, a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, the Parties are entering into a Settlement Agreement, dated as of the date hereof (the "SA"); and

WHEREAS, Assignor has adopted, used and is the owner of the entire right, title and interest in and to the trademark "CAKEBOSS" ("the Mark"), as it pertains to "computer software for bakery business management, namely financial, recipe, order, time and contact management tools," "providing online instruction in the field of baking cakes via a global computer network," and "providing information in the field of culinary arts about baking for baking enthusiasts via a global computer network," the United States Patent and Trademark Office Registration of which is attached as Exhibit A, together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Mark is used.

WHEREAS, Assignor desires to sell, transfer, convey, assign and deliver ownership of the Mark to Assignee.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS.** Any term not defined in this Trademark Assignment shall have the meaning given such term in the SA.

2. **ASSIGNMENT.** Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title, and interest in and to the Mark and any other trademarks, service marks, trade names, service names or logos that incorporate the Mark, together with (1) the goodwill of the business in respect of which the Mark is used and for which it is registered; (2) any registrations thereof issued by or filed with any governmental entity, set forth on Schedule A hereto; (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

3. **WARRANTIES AND COVENANTS.**

A. **No Abandonment.** Assignor has not abandoned the Mark and Assignor shall notify Assignee immediately if it knows or has reason to know of any reason why the Mark may become abandoned, invalidated or the subject of any suit.

B. **Maintenance.** Assignor will render any assistance necessary to Assignee, at

any similar office or agency in the United States or any other country to maintain the Mark and registrations of the Mark.

C. Notification. Assignor will promptly notify Assignee if Assignor learns of any use by any person of any infringement of the Mark. If requested by Assignee, Assignor, at Assignee's expense, shall join with Assignee in such action as Assignee, in Assignee's discretion, may deem advisable for the protection of Assignee's interest in and to the Mark.

D. Power of Attorney. Assignor irrevocably and automatically appoints Assignee as its attorney-in-fact to execute any documents necessary in connection with the assignment of the registration of the Mark, and such power of attorney shall constitute a power of attorney coupled with an interest and shall be irrevocable.

4. GENERAL. The provisions of Paragraphs 3 and 4 of the SA are incorporated herein and made applicable to this Trademark Assignment.

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment as of the day and year first above written.

MASTERS SOFTWARE, INC.

DISCOVERY COMMUNICATIONS, LLC

By: Kelley D. Masters
Name: Kelley D. Masters
Title: President

By: _____
Name: _____
Title: _____

Assignee's expense, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain the Mark and registrations of the Mark.

C. Notification. Assignor will promptly notify Assignee if Assignor learns of any use by any person of any infringement of the Mark. If requested by Assignee, Assignor, at Assignee's expense, shall join with Assignee in such action as Assignee, in Assignee's discretion, may deem advisable for the protection of Assignee's interest in and to the Mark.

D. Power of Attorney. Assignor irrevocably and automatically appoints Assignee as its attorney-in-fact to execute any documents necessary in connection with the assignment of the registration of the Mark, and such power of attorney shall constitute a power of attorney coupled with an interest and shall be irrevocable.

4. GENERAL. The provisions of Paragraphs 3 and 4 of the SA are incorporated herein and made applicable to this Trademark Assignment.

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment as of the day and year first above written.

MASTERS SOFTWARE, INC.

DISCOVERY COMMUNICATIONS, LLC

By: _____

By: Joseph A. LaSala, Jr.

Name: _____

Name: JOSEPH A. LASALA, JR.

Title: _____

Title: GENERAL COUNSEL

Schedule A
Trademarks

CAKEBOSS

United States Trademark Registration #3,746,204

Date of Registration: 02/09/2010