

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prometheus Gobal Media, LLC		06/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Hollywood Reporter, LLC		
<b>Street Address:</b>	770 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2208161	STAR POWER	
Registration Number:	2320657	STAR POWER	
Registration Number:	2179876	HOLLYWOOD HYPERLINKS	
Registration Number:	2245657	THEHOLLYWOODREPORTER	
Registration Number:	1745378	KEY ART AWARDS	
Registration Number:	1140385	THE HOLLYWOOD REPORTER	
Registration Number:	0856584	THE HOLLYWOOD REPORTER	
Registration Number:	1185696	THE HOLLYWOOD REPORTER STUDIO FOUNDED IN 1929 BLU-BOOK	
Registration Number:	3519615	THE HOLLYWOOD REPORTER	
Registration Number:	3518909	RISKY BUSINESS	
Registration Number:	3781735	THR	
Registration Number:	3785341	FIRST IN HOLLYWOOD	
Registration Number:	3579898	RISKY BIZ	

OP \$415.00 2208161

Registration Number:	3845212	THE LIVE FEED
Serial Number:	77898984	HOLLYWOOD GUIDE
Serial Number:	77898987	TV REPORTER

**CORRESPONDENCE DATA**

Fax Number: (617)248-4000

Phone: 617-248-5000

Email: tadmin@choate.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Elizabeth A. Walker

Address Line 1: Two International Place

Address Line 2: Choate, Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2009434-0003
NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	12/13/2011

**Total Attachments: 8**

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## CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is made and entered into as of June 1, 2011 (the "Effective Date") by and between Prometheus Global Media, LLC ("Prometheus") and The Hollywood Reporter, LLC (the "Company").

### Introduction

The Company is a subsidiary of Prometheus. The Agreement is being entered into to effect the acquisition by the Company of assets and ordinary course liabilities of Prometheus to the extent relating exclusively to *The Hollywood Reporter*.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

#### 1. Definitions.

(a) "Assets" means the assets of Prometheus exclusively related to *The Hollywood Reporter*, including without limitation those assets set forth on Schedule A hereto.

(b) "THR LLC Agreement" means the Limited Liability Company Agreement of the Company dated as of June 1, 2011.

#### 2. Contribution of Assets and Assumption of Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, Prometheus shall and hereby does, as of the Effective Date, contribute, transfer, assign and otherwise convey to the Company all of Prometheus's right, title and interest in and to the Assets.

(b) Upon the terms and subject to the conditions of this Agreement, the Company shall and hereby does, as of the Effective Date, assume from Prometheus and agrees to perform all of Prometheus's ordinary course liabilities and obligations relating exclusively to *The Hollywood Reporter* or the Assets.

(c) In consideration of the foregoing, Prometheus shall receive limited liability company interests in the Company as set forth in the THR LLC Agreement.

(d) As of such contribution, the Company possesses all assets and rights reasonably necessary to operate *The Hollywood Reporter* in substantially the same manner as it operated immediately prior to such contribution, with the understanding that the Company relies on Prometheus for services and contracts shared with other Prometheus businesses, including without limitation certain IT, software, hardware, accounting, management, personnel, facilities, licensing and data functions.

### 3. **Third Party Consents and Registered IP.**

(a) To the extent that the transfer of any Asset under this Agreement requires consent from any third party, Prometheus will use commercially reasonable efforts to obtain such consent (which shall not require the expenditure of money or any other accommodation (financial or otherwise)), provided, however, that until consent is obtained Prometheus shall also use commercially reasonable efforts (at the Company's expense) to make the benefits of such Asset available to the Company. The Company acknowledges that certain of the Assets are subject to licenses and other obligations to Prometheus and third parties.

(b) To the extent that any Asset consists of intellectual property rights registered with any governmental authority, Prometheus may elect to license such Asset to the Company (at no cost to the Company) instead of transferring the Asset to the Company.

### 4. **Miscellaneous.**

(a) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

(b) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or other electronic transmissions shall be deemed to be their original signatures of all purposes.

(c) **Entire Agreement.** This Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

(d) **Further Assurances.** At the reasonable request of either party and without further consideration, the other party shall execute and deliver such other instruments of assignment and assumption and take such other actions as may be necessary to effect the intent of this Agreement.

(e) **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the internal laws of the State of Delaware, without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, this Agreement has been executed and is effective as of the date first above written.

PROMETHEUS GLOBAL MEDIA, LLC

By: J. A. Ztl  
Manager

THE HOLLYWOOD REPORTER, LLC

By: J. A. Ztl  
Manager

[Signature Page to Contribution Agreement]

## Schedule A - Assets

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Accounts receivable and other amounts receivable

Sales orders, customer orders, prepaid expenses, deposits, retentions and refunds

Catalogs, advertising and promotions materials, books and records, lists and other data

Creative, editorial and publishable works

Claims and causes of action

Goodwill

Contracts listed below:

### The following licensing agreements:

1. Licensing Agreement, dated April 15, 2009, by and between NBM<sup>1</sup> and Zong Yi
2. License Agreement, dated April 15, 2010, between The Hollywood Reporter and Zong Yi

### The following contractor agreements:

1. Agreement, dated February 11, 2009, by and between NBM and Rebecca Leffler
2. Agreement, dated February 11, 2009, by and between NBM and Pamela Rolfe
3. Agreement, dated February 13, 2009, by and between NBM and Debra Young
4. Agreement, dated February 11, 2009, by and between NBM and Etan Vlessing
5. Agreement, dated February 13, 2009, by and between NBM and Margaret Lee
6. Agreement, dated February 13, 2009, by and between NBM and Milt Policzer
7. Agreement, dated February 11, 2009, by and between NBM and John Hecht.
8. Agreement, dated February 11, 2009, by and between NBM and Scott Roxborough
9. Agreement, dated February 11, 2009, by and between NBM and Gavin Blair
10. Agreement, dated February 11, 2009, by and between NBM and Nyay Bushnan

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<sup>1</sup> NBM means Nielsen Business Media, Inc. or an affiliate.

11. Agreement, dated February 13, 2009, by and between NBM and Frank Seegers
12. Agreement, dated April 1, 2009, by and between NBM and Patrick Frater
13. Agreement, dated February 11, 2009, by and between NBM and Phillipe Roma Bulbeck
14. Agreement, dated February 11, 2009, by and between NBM and Karen Chu
15. Agreement, dated February 11, 2009, by and between NBM and Eric Lyman
16. Agreement, dated February 11, 2009, by and between NBM and Soo-Me Park
17. Agreement, dated August 19, 2008, by and between NBM and Raw Data LLC

The following services agreements:

1. Crispy Gamer Content Syndication and Ad Revenue Sharing Agreement, dated August 20, 2009, by and between The Hollywood Reporter and Crispy Gamer, Inc. *[ASSIGNMENT IS PERMITTED TO AN ACQUIRER OF ALL OR SUBSTANTIALLY ALL OF A PARTY'S ASSETS, STOCK OR BUSINESS BY SALE, MERGER OR OTHERWISE]*
2. Promotion and Content Distribution Agreement, dated July 16, 2002, by and between NBM and Internet Movie Database, Inc., as amended by that Amendment, dated January 1, 2006 and that Amendment No.2, dated January 16, 2008
3. Reciprocal Trade Agreement for On-Screen Alliance, dated February 12, 2009, by and between The Hollywood Reporter and ProMedia Group LLC
4. Master Services Agreement, dated January 19, 2008, by and between NBM and Vidshadow, Inc., as amended by the Technology Services Attachment, dated January 16, 2009 and the Statement of Work, also dated January 19, 2009 *[CONSENT REQUIRED EXCEPT PURSUANT TO A MERGER, ACQUISITION, SALE OR BUSINESS COMBINATION]*
5. Master Syndication Agreement, dated June 22, 2009, by and between NBM and TM Acquisition LLC, a wholly-owned subsidiary of RealNetworks, Inc. *[CONSENT REQUIRED]*
6. Agreement, dated July 24, 2009, by and between NBM and Ticker Technologies, Inc.
7. Strategic Relationship Agreement by and between The Hollywood Reporter and Flixster Inc.

Intellectual property listed below:

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*The Hollywood Reporter* print magazine

hollywoodreporter.com website

The registered trademarks listed on the attached page



Mark	Client Code	Matter Code	Country	Status	Appl./Serial No.	Reg. No.
HOLLYWOOD GUIDE	03672	T0034A	U.S.	PENDING	77/898,984	
TV REPORTER	03672	T0035A	U.S.	PENDING	77/898,987	
THE HOLLYWOOD REPORTER	03672	T0021AIN	INDIA	PUBLISHED	1600742	
THE HOLLYWOOD REPORTER	03672	T0021BIN	INDIA	PUBLISHED	1599115	
STAR POWER	03672	T0010A	U.S.	REGISTERED	75/268,379	2,208,161
STAR POWER	03672	T0010B	U.S.	REGISTERED	75/538,378	2,320,657
HOLLYWOOD HYPERLINKS	03672	T0013A	U.S.	REGISTERED	75/126,565	2,179,876
THE HOLLYWOOD REPORTER	03672	T0015A	U.S.	REGISTERED	75/395,937	2,245,657
KEY ART AWARDS	03672	T0016A	U.S.	REGISTERED	74/095,044	1,745,378
THE HOLLYWOOD REPORTER & Design (Old Script Design)	03672	T0017A	U.S.	REGISTERED	73/213,517	1,140,385
THE HOLLYWOOD REPORTER & Design (Old Script Design)	03672	T0017AEM	EUROPE (CTM)	REGISTERED	91,074	91,074
THE HOLLYWOOD REPORTER & Design (Old Script Design)	03672	T0017AKR	SOUTH KOREA	REGISTERED	40-2001-17017	40-526132
THE HOLLYWOOD REPORTER (Stylized)	03672	T0019A	U.S.	REGISTERED	72/283,063	0,856,584
THE HOLLYWOOD REPORTER STUDIO	03672	T0020A	U.S.	REGISTERED	73/215,262	1,185,696
THE HOLLYWOOD REPORTER	03672	T0021A	U.S.	REGISTERED	77/407,221	3,519,615
THE HOLLYWOOD REPORTER	03672	T0021AJP	JAPAN	REGISTERED	5-275	3077332
RISKY BUSINESS	03672	T0023A	U.S.	REGISTERED	77/123,315	3,518,909

THE BOLLYWOOD REPORTER	03672	T0024AIN	INDIA	REGISTERED	1596229	1596229
THE BOLLYWOOD REPORTER	03672	T0024BIN	INDIA	REGISTERED	1596228	1596228
THR and Design	03672	T0026A	U.S.	REGISTERED	77/408,247	3,781,735
FIRST IN HOLLYWOOD	03672	T0027A	U.S.	REGISTERED	77/408,237	3,785,341
RISKY BIZ	03672	T0028A	U.S.	REGISTERED	77/522,490	3,579,898
THE LIVE FEED	03672	T0036A	U.S.	REGISTERED	77/937,789	3,845,212