

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DIRECTV, Inc.		12/20/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	DIRECTV, LLC
Street Address:	2230 East Imperial Hwy
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Serial Number:	77947752	DIRECTV. WHAT, WHEN, WHERE YOU WANT TO WATCH
Serial Number:	77638790	SHOPPING MIX
Serial Number:	77638785	KIDS MIX
Serial Number:	77599380	DIRECTV2PC
Serial Number:	77664928	
Serial Number:	77664927	
Serial Number:	77664925	
Serial Number:	77664922	
Serial Number:	77392982	DIRECTVIEW
Serial Number:	77392980	DIRECTVIEW
Serial Number:	77392978	DIRECTVIEW
Serial Number:	77392985	DIRECTVIEW
Serial Number:	85082287	N3D DIRECTV

OP \$890.00 77947752

Serial Number:	85082285	N3D DIRECTV
Serial Number:	85082282	N3D
Serial Number:	85082281	N3D
Serial Number:	85336789	MAS LATINO
Serial Number:	85308425	ULTIMATE MOVIE FAN
Serial Number:	85308397	AUDIENCE
Serial Number:	85308394	AUDIENCE NETWORK
Serial Number:	77961075	GAME LOUNGE
Serial Number:	77961074	GAME LOUNGE
Serial Number:	77947762	DIRECTV. ANYTIME, ANYPLACE, ANYWHERE YOU WANT TO WATCH
Serial Number:	77947760	DIRECTV. ANYTIME, ANYPLACE, ANYWHERE YOU WANT TO WATCH
Serial Number:	77947758	DIRECTV. ANYTIME, ANYPLACE, ANYWHERE YOU WANT TO WATCH
Serial Number:	77947756	DIRECTV. WHAT, WHEN, WHERE YOU WANT TO WATCH
Serial Number:	77947755	DIRECTV. WHAT, WHEN, WHERE YOU WANT TO WATCH
Serial Number:	77967758	N3D
Serial Number:	77967755	N3D
Registration Number:	3051286	DIRECTV
Registration Number:	3051285	DIRECTV
Serial Number:	85075314	DON'T JUST WATCH TV.
Serial Number:	85080827	DIRECTV CINEMA
Serial Number:	85080833	DIRECTV CINEMA
Serial Number:	85075319	DON'T JUST WATCH TV. DIRECTV.

CORRESPONDENCE DATA

Fax Number: (310)964-4884

Email: trademarks@directv.com

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

Correspondent Name: Takehiko Suzuki

Address Line 1: 2230 East Imperial Hwy

Address Line 4: El Segundo, CALIFORNIA 90245

NAME OF SUBMITTER:

Takehiko Suzuki

Signature:

/TSuzuki/

Date:

01/12/2012

TRADEMARK

REEL: 004697 FRAME: 0776

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**AGREEMENT OF MERGER
OF
DIRECTV, INC.
WITH AND INTO
DIRECTV, LLC**

This Agreement of Merger, dated as of December ^{20th} 2011 (this "Agreement"), is entered into by and between DIRECTV, Inc., a California corporation ("Company One"), and DIRECTV, LLC, a California limited liability company ("Company Two") in accordance with the California Corporations Code, and the Beverly-Killea Limited Liability Company Act.

RECITALS:

WHEREAS, the Board of Directors of Company One and the sole member of Company Two deem it advisable and in their respective best interests that Company One be merged with and into Company Two (the "Merger") at the Effective Time (as defined below);

WHEREAS, the Board of Directors of Company One, on behalf of Company One, and the sole member of Company Two have approved the Merger, subject to the approval of the sole shareholder of Company One; and

WHEREAS, this Agreement has been submitted and approved by the sole shareholder of Company One which agrees that the Merger is advisable and in the best interest of Company One.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements contained herein, and intending to be legally bound hereby, Company One and Company Two hereby agree as follows:

AGREEMENT

SECTION 1. Effective Time. The Merger shall become effective on January 1, 2012 at 12:01 am local time in the jurisdiction of incorporation and formation.

SECTION 2. Surviving Company. At the Effective Time, Company One shall be merged with and into Company Two and Company Two shall survive the Merger (the "Surviving Entity"). At the Effective Time, the separate existence of Company One shall cease and the Surviving Entity shall succeed, without other transfer, act or deed, to all of the rights and property, whether real or personal, of Company One and shall be subject to all the debts and liabilities of Company One in the manner as if the Surviving Entity had itself incurred them.

SECTION 3. [REDACTED]

SECTION 4. [REDACTED]

SECTION 5. Statutory Merger. This is a statutory merger under state law of Company One into Company Two, and, in accordance with Internal Revenue Code ("IRC") rules and regulations, this transaction is properly treated for income tax purposes as a complete liquidation of a subsidiary in accordance with IRC Section 332(a).

SECTION 6. Amendment. This Agreement may be amended by the parties hereto at any time. However, if the parties propose to amend this Agreement after it has been approved by the sole shareholder of Company One and the sole member of Company Two, the amendment shall not be made if it would require the further approval of the sole shareholder of Company One and the sole member of Company Two, unless such approval is first obtained. This Agreement may only be amended by a written instrument signed on behalf of each of the parties hereto.


SECTION 7. Termination; Abandonment. The Board of Directors of Company One and the sole member of Company Two may terminate this Agreement and abandon the Merger, subject to the contractual rights of third parties, if any, including the other parties to this Agreement, at any time before the Effective Time.

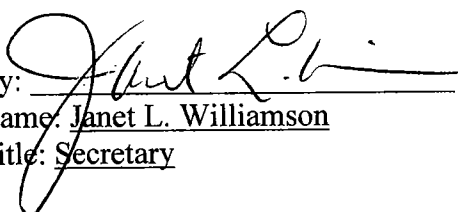
SECTION 8. Miscellaneous. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first set forth above.

DIRECTV, INC.

By: 
Name: Keith U. Landenberger
Title: Senior Vice President

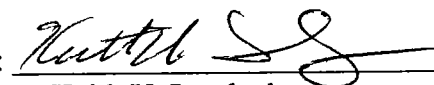
By: 
Name: Janet L. Williamson
Title: Secretary

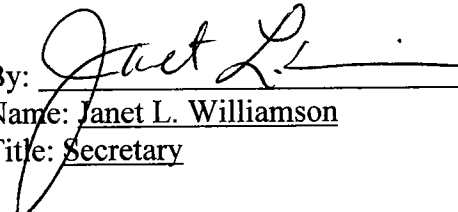
DIRECTV, LLC

By: DIRECTV ENTERPRISES, LLC,
its sole member

By: DIRECTV HOLDINGS, LLC,
its sole member

By: THE DIRECTV GROUP, INC.
its sole member

By: 
Name: Keith U. Landenberger
Title: Senior Vice President

By: 
Name: Janet L. Williamson
Title: Secretary

**Certificate of Approval
Of
Agreement of Merger**

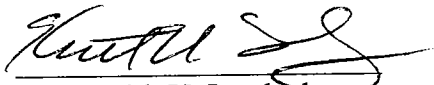
Keith U. Landenberger and Janet L. Williamson certify that:

1. They are the Senior Vice President and Secretary, respectively, of DIRECTV, Inc., a California corporation.
2. The principle terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the sole shareholder of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.

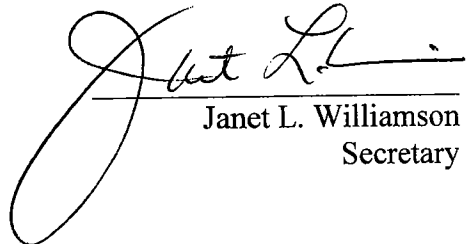
4. 

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 20th, 2011



Keith U. Landenberger
Senior Vice President



Janet L. Williamson
Secretary

**Certificate of Approval
Of
Agreement of Merger**

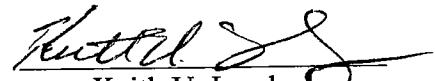
Keith U. Landenberger and Janet L. Williamson certify that:

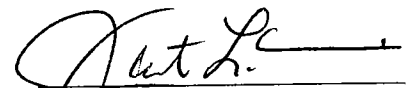
1. They are the Senior Vice President and Secretary, respectively, of DIRECTV, LLC, a California limited liability company.
2. The principle terms of the Agreement of Merger in the form attached were duly approved by the member of the company by a vote that equaled or exceeded the vote required.
3. The membership approval was by the holders of 100% of the membership of the company.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 20, 2011

DIRECTV ENTERPRISES, LLC
The Sole Member of
DIRECTV, LLC


Keith U. Landenberger
Senior Vice President


Janet L. Williamson
Secretary