

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
Canal+		01/20/2012	CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	Groupe Canal+		
Street Address:	1 Place du Spectacle		
City:	Issy-Les-Moulineaux		
State/Country:	FRANCE		
Postal Code:	92130		
Entity Type:	CORPORATION: FRANCE		
Name:	Canal+ France		
Street Address:	1 Place du Spectacle		
City:	Issy-Les-Moulineaux		
State/Country:	FRANCE		
Postal Code:	92130		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3122259	CANAL NUMEDIA	
Registration Number:	3190360	SPORT+	
Registration Number:	3009833	STUDIO +	
CORRESPONDENCE DATA			
Fax Number:	(718)338-0602		
Phone:	212-810-2670		
Email:	marcpbodner@gmail.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$90.00 3122259

Correspondent Name: Marc Phillip Bodner
Address Line 1: 920 East 17th Street
Address Line 2: APT 116
Address Line 4: Brooklyn, NEW YORK 11230

DOMESTIC REPRESENTATIVE

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NAME OF SUBMITTER:	Marc Phillip Bodner
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Signature:	/mpb/
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Date:	02/15/2012
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Total Attachments: 7
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**AGREEMENT CONFIRMING THE ASSIGNMENT OF
TRADEMARKS**

BETWEEN:

1/ CANAL+, a *société anonyme* (French limited company), with capital of € 95,018,076.00, having its registered office at 1 Place du Spectacle, 92130 Issy-Les-Moulineaux, listed in the Nanterre Trade and Companies Register under number 329 211 734, represented by Mr Jérôme Bichet in his capacity as Corporate Legal Director, duly authorised for the purpose hereof,

Referred to hereinafter as the "Assignor",

2/ Groupe Canal+, a *société anonyme* (French limited company), with capital of € 100,000,000.00, having its registered office at 1 Place du Spectacle, 92130 Issy-Les-Moulineaux, listed in the Nanterre Trade and Companies Register under number 420 624 777, represented by Mr Jérôme Bichet in his capacity as Corporate Legal Director, duly authorised for the purpose hereof,

and

3/ Canal+ France, a *société anonyme* (French limited company) with a Management Board and a Supervisory Board, with capital of € 469,524,055.00, having its registered office at 1 Place du Spectacle, 92130 Issy-Les-Moulineaux, listed in the Nanterre Trade and Companies Register under number 421 345 695, represented by Mr Jérôme Bichet in his capacity as Corporate Legal Director, duly authorised for the purpose hereof,

Referred to hereinafter as the "Assignees",

Collectively referred to hereinafter as the "Parties"

RECITALS

IT HAS BEEN AGREED AS FOLLOWS:

The purpose of the agreement is to confirm the assignment made as part of various transfers of trademarks within the CANAL+ group, namely:

1/ A partial asset transfer agreement dated 26 October 2000, between CANAL+ SA and Société d'Investissement et de Gestion 40 (SIG 40) providing for the transfer of various assets, including in particular the Trademarks concerned by this Agreement (hereinafter, the "Trademarks") to Société d'Investissement et de Gestion 40 (SIG 40).

2/ Concomitantly, a partial asset transfer agreement was entered into on the same day, 26 October 2000, between Société d'Investissement et de Gestion 40 (SIG 40) and Finatop concerning the Trademarks.

3/ Pursuant to a resolution adopted by the Shareholders' Meeting of 3 January 2001, Finatop changed its company name to Groupe Canal+.

4/ Following the signature of these agreements, a partial asset transfer agreement dated 27 October 2006 was entered into by Groupe Canal+ and Société d'Investissement et de Gestion 42 (SIG 42) concerning the transfer of various assets, including in particular the Trademarks.

5/ Pursuant to a resolution adopted by the Shareholders' Meeting of 30 November 2006, Société d'Investissement et de Gestion 42 (SIG 42) changed its company name to Canal+ France.

6/ An agreement on the Groupe Canal+ trademarks and rules governing the joint ownership of trademarks were then drawn up by Groupe Canal+ and Société d'Investissement et de Gestion 42 (SIG 42), renamed Canal+ France, dated 29 November 2006.

In application of the above agreements and documents, the Assignor wishes to confirm the assignment of ownership of the Trademarks listed in Appendix 1 to the Groupe Canal+ and Canal+ France companies, as joint, undivided owners.

The parties came together and agreed on the following.

ARTICLE 1

The purpose of this contract is to confirm the assignment of the Trademarks and all related rights by the Assignor to the Assignees as equal joint owners (50-50), which they accept, subject to the standard terms and conditions and those implied by law¹, and subject to application of the provisions contained in this Agreement.

By virtue of this Agreement the Assignor confirms that it assigns and transfers to the Assignees, as joint owners, without any restriction or reservation whatsoever, all intellectual property rights it may hold, directly or indirectly, in any form whatsoever, in the Trademarks.

This assignment entails the assignment of the right to register or extend the Trademarks in their current form or any derivative form, in any country. It also entails the transfer of the right to use the Trademarks as a trade name, company name, domain name and, more generally, in any form.

The Assignees will be entitled to exercise or take, takeover or continue, in their name, at their risk and for their benefit, either as claimants or defendants, any rights, actions, proceedings or suits relating to the Trademarks, including the right to bring an action in the courts for any past infringements that are not yet time-barred, or for any future infringements.

ARTICLE 2

The Parties note that the assignment confirmed by this Agreement was made and accepted without any guarantees or warranties other than that the Trademarks actually exist.

The Assignor represents that it is entitled to assign all or any of the Trademarks, in its capacity as the lawful owner thereof. It represents that as at the date hereof none of the Trademarks have been contributed, transferred, assigned, licensed, pledged or loaned to any third party in any form or in any respect whatsoever. It represents that it is the sole and exclusive owner and holder of the Trademarks.

ARTICLE 3

The Parties note that this assignment was made by means of the successive agreements listed in the Recitals, at the price agreed in those agreements.

ARTICLE 4

Any taxes, duties or levies payable as a result of this assignment shall be paid by the Assignor, who agrees thereto and undertakes to carry out all related tax formalities.

ARTICLE 5

Full powers are granted to the Assignees to register the assignment with the trademark offices in France and any other country, which registration will be done by the Assignees, at their expense.

The Assignor undertakes to sign all necessary documents for the purpose of registration of the assignment with the trademark offices in France and any other country.

ARTICLE 6

For the performance hereof, the Parties represent that they elect their respective registered offices as their address for service.

ARTICLE 7


Any disagreement arising between the Parties relating to the validity, interpretation, performance or termination of this Agreement will be referred to the Paris District Court (*Tribunal de Grande Instance de Paris*).

ARTICLE 8

This Agreement will be governed by French law.

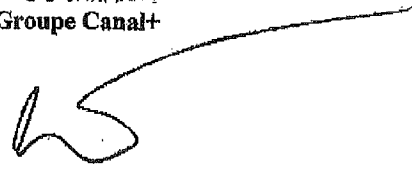
Executed in three originals, in Issy-les-Moulineaux

On 20 JAN. 2012
For CANAL+




Mr Jérôme Bichet

On 20 JAN. 2012
For Groupe Canal+



Mr Jérôme Bichet

On 20 JAN. 2012
For Canal+ France



Mr Jérôme Bichet

Appendix 1

List of jointly-owned trademarks

Translator's note:

'We assume that *de droits* should be *de droit*.

ANNEXE 1 (CANAL+ \neq Copropriété)

USA

- CANAL NUMEDIA No 3,122,259 in classes 9, 16, 28, 35, 38, 41, 42
- SPORT+ (Fig) No 3190360 in classes 9, 16, 35, 38, 41
- STUDIO + No 3009833 in classes 9, 16, 35, 36, 38, 41, 42