

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
Film.com		05/14/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Spike Cable Networks Inc.		
Street Address:	1515 Broadway		
Internal Address:	34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2118692	FILM.COM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-846-6849		
Email:	trademarks@mtvn.com		
Correspondent Name:	Michelena Hallie		
Address Line 1:	1515 Broadway		
Address Line 2:	34th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Michelena Hallie		
Signature:	/MH/		
Date:	05/15/2012		

CH \$40.00 2118692

TRADEMARK

Total Attachments: 6

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IP ASSIGNMENT AND TRANSFER AGREEMENT

This IP ASSIGNMENT AND TRANSFER AGREEMENT (this "*Assignment*") is entered into as of May 14, 2012 by and between RealNetworks, Inc., a Washington corporation ("*Assignor*") and Spike Cable Networks Inc., a Delaware corporation ("*Assignee*"). Assignor and Assignee are referred to individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

A. The Parties are parties to the Asset Purchase Agreement dated May 14, 2012 (the "*Asset Purchase Agreement*"). All capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Assignor agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in and to (i) the Domain Name and all Trademark Rights in, arising out of, or associated with the Domain Name (the "*Marks*"), and (ii) all of Seller's Intellectual Property Rights in and to the Articles (and for the avoidance of doubt, subject to the Permitted Liabilities as set forth in Section 2.1 of the Purchase Agreement) the Owned Web Content and the Owned Software (together, the "*Works*").

C. Assignee desires to acquire the Domain Name listed on Exhibit A of this Assignment.

D. Assignee desires to acquire the Trademark listed on Exhibit A of this Assignment.

E. Assignee desires to acquire the Works, including the Copyrights therein.

NOW THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements set forth in this Assignment and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably sells, grants, conveys, assigns and sets over to Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest in and to the Domain Name (including all Intellectual Property Rights in, arising out of, or associated with the Domain Name) as well as the registrations therefor, including all rights to renewal and extension thereof.

2. Assignor hereby irrevocably sells, grants, conveys, assigns and sets over to Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest in and to the Marks in the world for all of the goods and/or services included in the relevant applications or registrations or in conjunction with which the Marks are used, together with the goodwill associated with and symbolized by the Marks, and the right of the Assignee to bring actions, claim relief, and claim damages in respect of any infringement or other violation of rights with respect to any of the Marks throughout the world, together with the goodwill associated therewith, including any and all common law rights, applications, and registrations for the Marks, and rights of every kind and nature therein (including, without limitation, the right to apply in any or all countries of the world for Trademark applications and registrations).

3. Assignor hereby irrevocably sells, grants, conveys, assigns and sets over to Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest (excluding Patent Rights) in and to the Works throughout the world; including any and all copyrights, copyright applications, copyright registrations, and rights of every kind and nature therein (including the right to apply in any or all countries of the world for copyright registrations or protection, design rights, and other artistic and literary rights for the Works, including without limitation under the Paris Convention for the Protection of Industrial Property, the Berne Convention, the Universal Copyright Convention or any other convention, treaty, or understanding pertaining to these rights), all protectable elements that are proprietary to Assignor and are part of or derived from the Works and all components thereof, and all actions and causes of action and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present, or future infringements or misappropriation of such rights in the Works.

4. Assignor agrees to execute and deliver at the request of Assignee, without any further consideration, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may request in order to vest all right, title, and interest in and to the Domain Name, the Marks, and the Works over to Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor. Additionally, without any further consideration, Assignor agrees to (a) promptly take any and all actions that may be reasonably necessary to perfect the assignment of the Domain Name to Assignee; (b) amend the registration records for, or provide transfer or security codes or similar information for accounts holding, the Domain Name to reflect ownership in the name of Assignee as directed by Assignee; and (c) notify Assignee upon completion of the transfer and amendment of the registration records for the Domain Name.

5. This Assignment is being made and entered into pursuant to the Asset Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall bind and inure to the benefit of the parties and their respective successors and assigns. Nothing in this Assignment will, or will be deemed to, modify or otherwise affect any provision of the Asset Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Asset Purchase Agreement. In the event of any conflict or inconsistency between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will govern and control.

6. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts executed in and to be performed in that State, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of New York. In the event a dispute arises concerning this Assignment, the dispute shall be adjudicated pursuant to Sections 8.5 and 8.6 of the Asset Purchase Agreement.

7. Any term or provision of this Assignment that is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other jurisdiction. The parties shall use their commercially reasonable efforts to replace such void or unenforceable provision of this Assignment with a valid and enforceable provision that will achieve, to the greatest extent possible, the original intent of the parties with respect to the economic, business and other purposes of such void or unenforceable provision


8. This Assignment may be executed in counterparts (including by facsimile or PDF transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Assumption Agreement to be executed as of the day and year first written above by their respective officers thereunto duly authorized.


"Transferor"

RealNetworks, Inc.,
a Washington corporation

By: 
Name: Michael Lumsford
Title: Executive Vice President

"Transferee"

Spike Cable Networks Inc.,
a Delaware corporation

By: 
Name:
Title: **W. Keyes Hill-Edgar**
Senior Vice President
& Assistant Secretary

Signature Page to Assignment and Assumption Agreement

VIACOM-#617567

TRADEMARK
REEL: 004780 FRAME: 0173

IN WITNESS WHEREOF, the Parties have executed this IP Assignment and Transfer Agreement as of the date first above written.

ASSIGNOR:

REALNETWORKS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

SPIKE CABLE NETWORKS INC.


By: _____ 
Name: **W. Keyes III Edgar**
Title: **Senior Vice President
& Assistant Secretary**

Exhibit A
Trademarks and Domain Names

Trademark

Trademark	Reg. No.	Jurisdiction	Class	Description
Film.com	2,118,692	U.S.	International Class 41	Providing access to an interactive computer database featuring a comprehensive digest of motion picture and film reviews, home video information essays and interviews regarding motion pictures and film, and information regarding worldwide film festivals.

Domain Name

film.com and all sub-domains