

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
One Three Television, LLC		10/30/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	OTI Adventure, LLC		
Street Address:	3000 Olympic Boulevard		
Internal Address:	Suite 2520, Building 1		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4068467	EXPEDITION IMPOSSIBLE	
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:	2126492038		
Email:	sfavitta@hearst.com		
Correspondent Name:	Samantha Favitta		
Address Line 1:	300 W. 57th Street		
Address Line 2:	40th Floor		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	OTT 10576		
NAME OF SUBMITTER:	Samantha Favitta		

CH \$40.00 4068467

Signature:	/Samantha Favitta/
Date:	10/31/2012
Total Attachments: 3 source=Trademark Assignment - Expedition Impossible-FE#page1.tif source=Trademark Assignment - Expedition Impossible-FE#page2.tif source=Trademark Assignment - Expedition Impossible-FE#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of October 30, 2012 ("Effective Date") by One Three Television, LLC (f/k/a One Three, Inc.) a Delaware limited liability company with an office at 3000 Olympic Boulevard, Santa Monica, CA, 90404, ("Assignor") and OTI Adventure, LLC, a California limited liability company with an office at 3000 Olympic Boulevard, Santa Monica, CA, 90404, ("Assignee") with reference to the following facts and circumstances:

WHEREAS, Assignor has agreed to assign to Assignee all right, title and interest in and to the service mark EXPEDITION IMPOSSIBLE as registered with the United States Patent and Trademark Office (Reg. No. 4068467) as set forth in the attached Schedule A (the "Mark"), together with all of Assignor's right, title and interest in and to the Mark, including all common law rights associated with the Mark;

WHEREAS, Assignee wishes to acquire from Assignor, all right, title and interest in and to the Mark and all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business associated with the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein and their performance, the adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest, including common law rights, in and to the Mark, together with the goodwill of the business symbolized by the Mark, including, without limitation, any translations, adaptations, derivations and combinations thereof and renewals in connection therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor agrees that it will cooperate with Assignee and that it will sign and/or deliver to Assignee all documents necessary to effect the foregoing assignment and record same with the United States Patent and Trademark Office. Assignor will provide Assignee with the attached Schedule A, executed for recordal with the United States Patent and Trademark Office by Assignee upon Assignee's signature hereof.

3. Assignor represents and warrants that (i) it has the right, power and authority to enter into this Agreement; (ii) it is the exclusive owner of all right, title and interest in and to the Mark and the goodwill of the business symbolized by the Mark; (iii) the Mark is free of any liens, security interests, encumbrances, or licenses; (iv) the Mark does not infringe upon the rights of any person or entity; and (v) there are no claims, pending or threatened, with respect to Assignor's rights in the Mark.

4. This Agreement shall be binding upon the parties, their members, officers, directors, principals, agents, related companies, licensees, successors and assigns. Each of the undersigned

representatives of Assignor and Assignee, respectively, represents and warrants that said representative has all necessary corporate power and has taken all corporate action required to authorize the execution and delivery of this Agreement.

5. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, negotiations, and discussions relating to the subject matter of this Agreement. Any supplement, modification, waiver, or termination of this Agreement is valid only if it is set forth in writing signed by both parties.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7. This Agreement may be executed by facsimile or PDF signature and in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

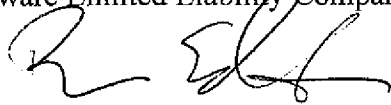
ASSIGNOR:

ASSIGNEE:

One Three Television, LLC f/k/a One Three, Inc., a Delaware Limited Liability Company

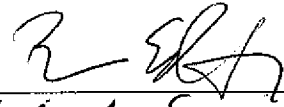
OTI Adventure, LLC, a California Limited Liability Company

By:



Brian Edwards, Chief Operating Officer

By:



Its: Authorized Signatory

Schedule A

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into by One Three Television, LLC (f/k/a One Three, Inc.), a Delaware limited liability company with an office at 3000 Olympic Boulevard, Santa Monica, CA, 90404, ("Assignor") and OTI Adventure, LLC, a California limited liability company with an office 3000 Olympic Boulevard, Santa Monica, CA, 90404, ("Assignee") with reference to the following facts and circumstances:

Assignor is the proprietor of the following trademark registration in the United States (the "Trademark"):

Trademark	Registration No.	Issue Date
EXPEDITION IMPOSSIBLE	4068467	December 6, 2011

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark and related rights, including the goodwill of the Assignor with respect to the mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademark, including without limitation, the Trademark registration identified above, together with the goodwill of the business symbolized by the mark, as well as its entire right, title and interest in and to any and all common law rights to the Trademark, and any and all claims and demands it may have either at law or in equity arising out of any past infringements.

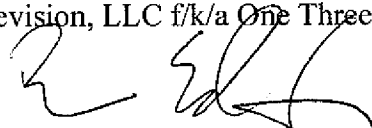
Assignor does hereby expressly agree that procedures be taken with the United States Patent and Trademark Office singly by Assignee to record the transfer of the Trademark to Assignee.

In testimony whereof, Assignor has caused this Assignment to be executed by its officer thereunto duly authorized.

One Three Television, LLC f/k/a One Three, Inc.

Dated: October 30, 2012

By:



Brian Edwards, Chief Operating Officer