

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
London Broadcasting Company, Inc.		02/18/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	D Magazine Partners, L.P.		
Street Address:	750 North St. Paul Street, Suite 2100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85796595	D LIVING	
Serial Number:	85796588	D-TV	
Serial Number:	85796583	D TELEVISION	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey Becker c/o Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	20494.1		
NAME OF SUBMITTER:	Jeffrey M. Becker		

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Signature:	/Jeffrey M. Becker/
Date:	02/19/2013
Total Attachments: 2 source=D Trademark Assignment#page1.tif source=D Trademark Assignment#page2.tif	

ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective this 18th day of February 2013 (the "Effective Date"), from London Broadcasting Company, Inc., a Texas corporation having an address of 15455 Dallas Parkway, Suite 100, Addison, Texas 75001 ("ASSIGNOR"), to D Magazine Partners, L.P., a Texas limited partnership having an address of 750 North St. Paul Street, Suite 2100, Dallas, Texas 75201 ("ASSIGNEE").

WHEREAS, ASSIGNOR owns and has used in its business certain trademarks, which have been applied for with the United States Patent and Trademark Office and listed in Section No. 1 below (the "Trademarks");

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE by way of this Assignment its entire right, title, and interest in and to the Trademarks and in and to any renewals or registrations that may be granted thereon, all together with the goodwill associated therewith to continue a business substantially similar to the business associated with the Trademarks;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to these Trademarks and in and to any renewals or registrations that may be filed and granted thereon, all together with the goodwill of the business connected therewith to continue a business substantially similar to the business formerly associated with the Trademarks; and

NOW THEREFORE, for the mutual premises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR warrants and represents a) that it is the exclusive owner of the Trademarks listed below and that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademarks; b) that, to the best of its knowledge, no third party owns, is entitled to, or has claimed any right or interest in the Trademarks that would preclude, conflict with or encumber this Assignment; c) that all assignments and/or applicable filings that may be necessary to vest in ASSIGNOR full and complete title to the Trademarks have been obtained; and, d) that ASSIGNOR hereby consents to this Assignment.

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
D LIVING	85/796595	12/06/2012
D-TV	85/796588	12/06/2012
D TELEVISION	85/796583	12/06/2012

2. ASSIGNOR, as of the Effective Date, hereby sells, assigns, conveys, and transfers to ASSIGNEE all rights, title, and interest in the above Trademarks, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing. ASSIGNEE accepts as of the Effective Date, all of ASSIGNOR's rights, title and interest in the above Trademarks, together with the goodwill of the business connected therewith,

ASSIGNMENT OF TRADEMARKS

all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing.

3. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver any further documents and legal instruments as may be necessary, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal representatives, all right, title, and interest in and to the Trademarks, throughout the world, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

4. This Assignment is made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of the ASSIGNOR.

5. Each party acknowledges that as of the Effective Date this Assignment is a legal, valid, and a binding obligation of the ASSIGNOR and that ASSIGNOR has full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms.

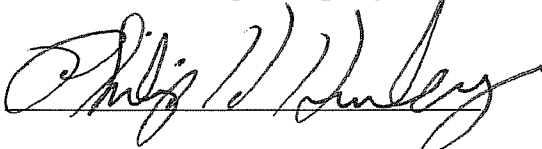
6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same instrument.

7. This Assignment shall be governed and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed and delivered this Assignment as of the Effective Date above.

ASSIGNOR:

London Broadcasting Company, Inc.

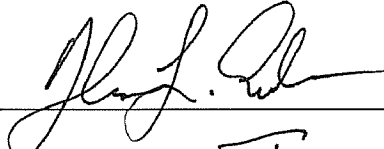
By: 

Typed/Printed Name: Philip Hurley

Title: Executive Vice President & COO

ASSIGNEE:

D Magazine Partners, L.P.

By: 

Typed/Printed Name: Thomas L. Earnest

Title: CFO