### 900251026 04/01/2013

### 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
Fundacion Teleton I.A.P.		12/01/2012	FOUNDATION: MEXICO

# **RECEIVING PARTY DATA**

Name:	Fundacion Teleton Mexico A.C.	
Street Address:	Ave. Gustavo Baz No 29	
Internal Address:	Col. San Pedro Barrientos	
City:	Tlalnepantla de Baz	
State/Country:	MEXICO	
Postal Code:	54010	
Entity Type:	FOUNDATION: MEXICO	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4197670	

## **CORRESPONDENCE DATA**

Fax Number:

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

via US Mail.

Phone: 2125662300

Email: mcg@cg-abogados.com

Correspondent Name: Manuel Campos

Address Line 1: One Liberty Plaza, 23rd Fl
Address Line 4: New York, NEW YORK 10006

### DOMESTIC REPRESENTATIVE

Name: Manuel Campos

Address Line 1: One Liberty Plaza, 23rd Fl
Address Line 4: New York, NEW YORK 10006

TRADEMARK REEL: 004995 FRAME: 0452 OP \$40.00 4197

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NAME OF SUBMITTER:	Manuel Campos
Signature:	/mcg/
Date:	04/01/2013
Total Attachments: 3 source=Registration 4197670#page1.tif source=Registration 4197670#page2.tif source=Registration 4197670#page3.tif	

TRADEMARK
REEL: 004995 FRAME: 0453

### TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of the 1st day of December, 2012, by and among Fundación Teletón I.A.P. ("Assignor") and Fundación Teletón México, A.C. ("Assignee").

### WITNESSETH

WHEREAS, Assignor and Assignee have entered into an Trademark Purchase Agreement dated as of the 28th day of November, 2012 (the "Trademark Purchase Agreement"), pursuant to which Assignor is selling or causing to be sold to Assignee, and Assignee is purchasing and acquiring, among other things, the registrations and/or applications set forth on such Schedule I annexed hereto (collectively, the "Trademark");

NOW, THEREFORE, in consideration of the foregoing representations and warranties and for good and valuable consideration the sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, set over, and deliver to Assignee all right, title and interest in and to:

- (i) the Trademark;
- (ii) the goodwill of Assignor's business connected with the use of the Trademark;
- (iii) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademark; and
- (iv) except as limited hereto and by the Trademark Purchase Agreement, all other rights, including common law rights, relating to the Trademark in the Territory to the extent such rights exist.

FURTHERMORE, Assignor will, at the expense of Assignee, (i) execute and deliver such further instruments including, without limitation, further instruments of assignment, and (ii) take such further actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademark or in order to prosecute any of the pending applications included in the Trademark.

TRADEMARK REEL: 004995 FRAME: 0454 FURTHERMORE, for avoidance of doubt, Assignee acknowledges and agrees that Assignor makes no representations or warranties whatsoever with respect to the Trademark and the other assets and rights described in clauses (ii), (iii) and (iv) above (including any representations and warranties with respect to the existence, validity, enforceability, use or ownership of any such common law rights)

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to any applicable principles of conflicts of law, other than Section 5-1401 of the New York General Obligations Law. Each of the Parties hereto hereby irrevocably and unconditionally consents to jurisdiction

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment of Trademark as of the date first written above.

FUNDACION TELETON LA.P

Name: Jorge Olakoe Frias

Title: Legal Proxy

FUNDACION TELETON MEXICO, A.C.

Name Federica Soriano de Teresa

Title: Legal Proxy

TRADEMARK REEL: 004995 FRAME: 0455

## SCHEDULE I

U.S. Trademark
Registration Number – 4197670
Serial Number – 85507308
Registered – August 28, 2012
Registered Owner – Fundación Teletón I.A.P.

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TRADEMARK REEL: 004995 FRAME: 0456

**RECORDED: 04/01/2013**