

## 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
FremantleMedia Limited		09/11/2012	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Condon Aerospace, Inc		
Street Address:	341 West 44th Street		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4289164	ALIEN DAWN	
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:	+44 2076916532		
Email:	isabelle.brender@fremantlemedia.com		
Correspondent Name:	Isabelle Brender		
Address Line 1:	1 Stephen Street		
Address Line 4:	London, UNITED KINGDOM W1T 1AL		
NAME OF SUBMITTER:	Isabelle Brender		
Signature:	/Isabelle Brender/		
Date:	04/12/2013		

OP \$40.00 4289164

Total Attachments: 5

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AGREEMENT TO ASSIGN TRADEMARKS

AGREEMENT made as of this 11 day of September 2012 by and between **CONDON AEROSPACE, INC.** ("CAI") of 341 West 44th Street, 2nd Floor, New York, NY 10036, USA and **FREMANLE MEDIA LIMITED** ("FML") of 1 Stephen Street London United Kingdom W1T 1AL.

WHEREAS, FML and CAI have one or more agreements relating to the production and distribution of a children's television series in the United States named ALIEN DAWN and the exploitation of the ALIEN DAWN series and related merchandise in the United States of America; and

WHEREAS, FML has filed in the United States Patent and Trademark Office ("USPTO") applications for registration of the trademark ALIEN DAWN under Section 44 of the U.S. Trademark Act (the "Section 44 application"), which was assigned Serial No. 85/699057, and under Section 1(b) of the U.S. Trademark Act which was assigned Serial No. 85/535478 (the "ITU application") (collectively, the "Applications"), and

WHEREAS, by agreement of FML and CAI, CAI is to be the owner of the ALIEN DAWN trademark in the United States and is to be the owner of all trademark registrations relating thereto;

WHEREAS, the trademark law of the United States does not permit the assignment of the Applications from FML to CAI until certain conditions are met, but once the conditions are met FML will assign the Section 44 application to CAI or take such other actions as necessary for CAI to be the owner of all applications for registration in the United States of ALIEN DAWN as they relate to the children's series and related merchandise.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. Promptly after the FML European Community Trademark application on which the Section 44 Application was based is registered, FML will file with the USPTO the Community Trademark registration and as soon as the law permits will assign to CAI the Section 44 Application and will record the assignment with the USPTO. The assignment shall be in the form attached as Schedule A hereto.
2. Following notification by the USPTO of the acceptance of the assignment of the Section 44 application, FML will file a withdrawal of the ITU application with the USPTO.
3. In the event that for any reason the USPTO does not permit the assignment of the Section 44 application from FML to CAI, then, (a) if by that time use has been made of the ALIEN DAWN trademark under International Class 41, FML will file a Statement of Use with the USPTO and once it is accepted will assign the ITU application to CAI, and also shall file a new application for registration of ALIEN DAWN on behalf of and in the name of CAI in such other International Classes as to which the parties agree, or (b) if by that time use has not been made of the ALIEN DAWN trademark under International Class 41, FML shall file a new application for registration of ALIEN DAWN on behalf of and in the name of CAI in International Class 41 and such other International Classes as to which the parties agree.
4. CAI agrees both to execute such instruments and other documents as are necessary for FML to fully perform its obligations set forth in this Agreement, and to promptly and fully cooperate with FML as requested by FML for it to fully perform its obligations set forth in this Agreement.



AGREEMENT TO ASSIGN TRADEMARKS

AGREEMENT made as of this 11 day of September 2012 by and between **CONDON AEROSPACE, INC. ("CAI")** of 341 West 44th Street, 2nd Floor, New York, NY 10036, USA and ~~FREEMANTLEMEDIA LIMITED ("FML")~~ of 1 Stephen Street London United Kingdom W1T 1AL

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4. CAI agrees both to execute such instruments and other documents as are necessary for FML to fully perform its obligations set forth in this Agreement, and to promptly and fully cooperate with FML as requested by FML for it to fully perform its obligations set forth in this Agreement.



WHEREFORE, the parties have executed this Agreement intending to be fully bound

CONDON AEROSPACE, INC.

FREMANLE MEDIA LIMITED

By JSJ

By Jon, It

Title: PRESIDENT

Title: ATTORNEY IN FACT

Date: 9/11/12

Date: 04/12/2012



ASSIGNMENT OF TRADEMARK AND APPLICATION

This Assignment ("Assignment") is made effective as of ~~11 SEPTEMBER~~ <sup>11 FEBRUARY</sup> 2012 by and between **FREMANTLEMEDIA LIMITED** of 1 Stephen Street London United Kingdom W1T 1AL ("ASSIGNOR") and **CONDON AEROSPACE, INC.** ("CAI") of 341 West 44th Street, 2nd Floor, New York, NY 10036, USA ("ASSIGNEE")

WHEREAS, ASSIGNOR is the owner of the following trademark and the federal applications for registration thereof (the Marks"), together with the goodwill of the business symbolized thereby:

ALIEN DAWN, Serial No 85/699057

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE all of its right, title, and interest in and to the Marks together with the goodwill of the business symbolized thereby

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1 00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Marks, together with the goodwill of the business relating thereto, and all rights to sue for past, present and future infringements or misappropriations of the Marks.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

FREMANTLEMEDIA LIMITED

By TONY STERN

Its ATTORNEY-IN-FACT

[Add Notarization]



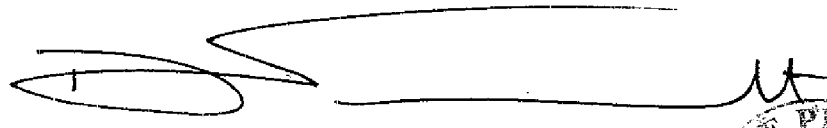
I, David Noel Lloyd FAWCETT, Notary Public of the City of London, England, by Royal Authority duly admitted and sworn, practising in the said City,

**DO HEREBY CERTIFY AND ATTEST:**

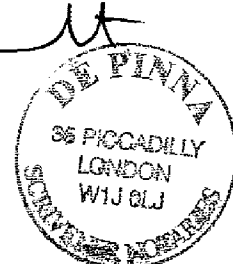
THAT the foregoing Agreement to Assign Trademarks and Assignment of Trademark and Application have been signed by Antony Iain Alfred STERN (also known as Tony STERN) whose personal identity I attest, a duly appointed Attorney-in-Fact of the English company styled "FREMANTLEMEDIA LIMITED", a private, limited company duly incorporated on 16<sup>th</sup> June 1933 and existing under English law, registered at the Companies Registration Office for England and Wales under number 276928 and with Registered Office at 1 Stephen Street, London W1T 1AL, England;

AND THAT the said Antony Iain Alfred STERN is duly authorised to sign the said annexed documents under and by virtue of a Power of Attorney granted in his favour by the said company dated 17<sup>th</sup> April 2012, a certified copy of which was produced to me.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Seal of Office in the City of London, aforesaid, this fifth day of December in the year Two thousand and twelve.



David Noel Lloyd FAWCETT  
Notary Public of London, England  
My Commission Expires With Life



TRADEMARK