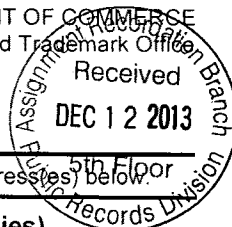


12/12/2013



RECORDED
TRANSMITTED

103664590



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new addresses below.

12/02/13

1. Name of conveying party(ies):

Magenta Research Ltd.

- Individual(s)
- Partnership
- Corporation- State: CT
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 11/29/13

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TV One Broadcast Sales Corporation

Street Address: 2791 Circleport Drive

City: Erlanger

State: KY

Country: USA Zip: 41018

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Kentucky
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

77732938
77732955

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Dawn Valois

Internal Address: c/o Nortek, Inc.

Street Address: 50 Kennedy Plaza

City: Providence

State: RI Zip: 02903

Phone Number: 401-278-2607

Docket Number: _____

Email Address: dawn.valois@nortekinc.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$50

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/13/2013 HT0H11 00000027 77732938
 01 FC:8521 48.00 OP
 Deposit Account Number _____ 25.00 OP
 Authorized User Name _____

9. Signature:

Dawn Valois
Signature

12/9/13
Date

Dawn Valois

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT is dated as of November 29 2013 (this "Assignment") by and among Magenta Research Ltd., a Connecticut corporation (the "Assignor"), and TV One Broadcast Sales Corporation, a Kentucky corporation (the "Assignee").

RECITALS

WHEREAS, Assignor has agreed to assign to the Assignee all of the Assignor's right, title, and interest in and to all of Assignor's trademarks, including, without limitation, trade names, service marks, brand names, patents, copyrights, pending applications for patents, pending applications for trademarks, expired patents and trademarks, inventions, processes, know-how, formulae, patterns, designs, trade secrets, domain names and other intellectual property and proprietary rights, including all associated goodwill and all royalties to which Assignor is entitled with respect hereto ("Intellectual Property"), including but not limited to that Intellectual Property listed on Schedule A hereto.

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

1. Assignment. Assignor hereby assigns, conveys, and transfers to Assignee, as successor to the business to which the mark pertains, which business is ongoing and existing, all rights, titles, and interests in and to the Intellectual Property, including the goodwill associated with the Intellectual Property and any renewals and extensions of the Intellectual Property that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, together with all income, royalties, or payments due or payable as of the effective date of this Assignment or thereafter, including, without limitation, all claims for damages or causes of action by reason of past, present, or future infringement or other unauthorized use of the Intellectual Property with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. This Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to record ownership of trademarks in the United States and in all foreign countries, to record the Assignee as the owner of the Intellectual Property.

3. Further Assurances. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents, and correspondence pertaining to the Intellectual Property, including all correspondence to and from the U.S. Patent and Trademark Office, and any and all legal counsel advising on or assisting with the prosecution or maintenance of the Intellectual Property. In addition, at Assignee's expense and reasonable request, Assignor will provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials in the

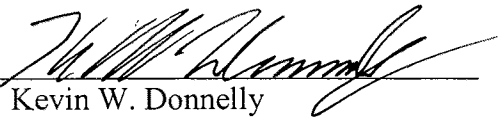
possession of the Assignor) to obtain, perfect, and defend the Intellectual Property in this or any foreign country.

4. Facsimiles. For purposes of this Agreement, facsimile, scanned, or digitally transmitted signatures shall be deemed to be original signatures. In addition, if any of the parties sign facsimile or scanned copies of this Agreement, such copies shall be deemed originals.

5. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the laws of a jurisdiction other than Delaware.

IN WITNESS WHEREOF, the parties have duly executed this Patent and Trademark Assignment as of the date first written above.

MAGENTA RESEARCH LTD.

By: 
Name: Kevin W. Donnelly
Title: Vice President and Secretary

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

This Trademark Assignment was executed before me on November 29, 2013 by Kevin W. Donnelly, Vice President and Secretary of Magenta Research Ltd.


Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

ACCEPTED:

TV ONE BROADCAST SALES CORPORATION

By: Almon C. Hall
Name: Almon C. Hall
Title: Vice President

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

This Trademark Assignment was executed before me on November 29, 2013 by Almon C. Hall, Vice President of TV One Broadcast Sales Corporation.

Dawn M. Valois
Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

SCHEDULE A

Issued and Pending Trademarks

<u>Trademark/Serial No.</u>	<u>Title</u>	<u>Country</u>
301354671	MAGENTA	Hong Kong
098018351	MAGENTA	Taiwan
77/732938	MAGENTA	USA
7448090	MAGENTA & Design	China
301354662	MAGENTA RESEARCH	Hong Kong
T0904686E	MAGENTA RESEARCH	Singapore
098018348	MAGENTA RESEARCH	Taiwan
77/732955	MAGENTA RESEARCH	USA