

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prometheus Studios, Inc.		05/02/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	A&E Television Networks, LLC		
Street Address:	235 East 45th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3918258	ANCIENT ALIENS	
Registration Number:	3891550	ANCIENT ALIENS	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.768.5367		
Email:	trademarks.us@dentons.com,ian.farias@dentons.com		
Correspondent Name:	Monica B. Richman, Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	21602608.3629		
NAME OF SUBMITTER:	Monica B. Richman		
SIGNATURE:	/monica b. richman/		
DATE SIGNED:	05/12/2014		
Total Attachments: 2			
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OP \$65.00 3918258

TRADEMARK ASSIGNMENT

This Assignment Agreement with an effective date of March 3, 2014, is entered into by and between Prometheus Studios, Inc. (formerly known as Prometheus Pictures, Inc.), a California corporation with its principal place of business at 6255 Sunset Boulevard, Suite 1800, Los Angeles, CA 90028 ("Assignor"), and A&E Television Networks, LLC, A Delaware limited liability company with its principal place of business at 235 East 45th Street, New York, NY 10017 ("Assignee").

WHEREAS, Assignor is the registered owner of the trademarks identified on Exhibit A, attached hereto (the "Trademarks"), and

WHEREAS, pursuant to the agreement between the parties dated October 2, 2009, as amended May 25, 2010 (the "Ancient Aliens Agreement"), Assignor agreed to and desires to transfer all rights, title and interest in and to certain property and related materials, including the Trademarks, to Assignee, and

WHEREAS, Assignee desires to confirm Assignee's rights, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows.

1. Assignor hereby irrevocably sells, assigns, grants and transfers to Assignee, Assignor's entire worldwide right, title and interest in and to the Trademarks, now know or hereafter devised, including all common law rights, and any international trademark registrations, along with all of the goodwill of the business symbolized by the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and the use and enjoyment of its successors, assigns, licensees, transferees and/or other representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including the Assignee's right to sue, counterclaim and recover for past, present and future infringements or misappropriations of the Trademarks.

2. Upon Assignee's request, Assignor shall promptly take such actions, including, but not limited to, the prompt execution and delivery of documents in recordable form, as may be necessary to secure unto and vest in Assignee all rights, title and interest in and to the Trademarks, and to protect and enforce the Trademarks.

3. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any officials empowered to issue trademarks in any other country, to record this Assignment and to transfer all trademark filings and/or registrations to Assignee as owner of all rights, title and interest in and to the Trademarks, and/or to act as Assignee may otherwise direct, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, this Assignment has been duly executed by authorized representatives of the parties on the day and year written below, and is effective as of the execution date below.

Prometheus Studios, Inc. (Assignor)

A&E Television Networks, LLC (Assignee)

By: [Signature]

By: [Signature]

Title: PRESIDENT

Title: Vice President - Associate General

Date: MAY 2, 2014

Date: May 2, 2014

EXHIBIT A

ANCIENT ALIENS

U.S. Registration No. 3891550

ANCIENT

ALIENS

U.S. Registration No. 3918258

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RECORDED: 05/12/2014

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