

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warner Bros. Entertainment Inc.		07/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hat Trick Productions Limited		
Street Address:	33 Oval Road		
City:	London		
State/Country:	ENGLAND		
Postal Code:	NW1 7EA		
Entity Type:	COMPANY: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2377801	WHOSE LINE IS IT ANYWAY?	
CORRESPONDENCE DATA			
Fax Number:	8189544501		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	818-954-4956		
Email:	avis.frazier-thomas@warnerbros.com, barbara.hebda@warnerbros.com		
Correspondent Name:	Avis Frazier-Thomas		
Address Line 1:	4000 Warner Boulevard,		
Address Line 2:	Bridge Bldg. 156 North, #5078		
Address Line 4:	Burbank, CALIFORNIA 91522		
NAME OF SUBMITTER:	Avis Frazier-Thomas		
SIGNATURE:	/Avis Frazier-Thomas/		
DATE SIGNED:	07/11/2014		
Total Attachments: 8			
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THIS ASSIGNMENT is made the 3rd day of July 2014

BETWEEN:

- (1) **WARNER BROS. ENTERTAINMENT INC. CORPORATION** whose principal office is at 4000 Warner Blvd., Burbank California 91522 ("Warner"); and
- (2) **HAT TRICK PRODUCTIONS LIMITED**, a company incorporated in England and Wales with company number 1909622, of 33 Oval Road, London NW1 7EA ("Hat Trick").

RECITALS:

- A "Drew Carey's Whose Line Is It Anyway?" is the title of the well-known improvisation television programme co-produced by Warner and Hat Trick for ABC from 1998 to 2006 (the "Programme"). Warner is the owner of the trade mark WHOSE LINE IS IT ANYWAY? details of which are set out in Schedule A ("the Trade Mark").
- B Warner has agreed to assign to Hat Trick all of its right, title and interest in and to the Trade Mark.
- C Hat Trick has agreed to licence back to Warner the right to use the Trade Mark to enable Warner to exercise all of Warner's rights in the Programme (the "Warner Rights").

IT IS AGREED:

1 Assignment

In consideration of the sum of \$1 (one dollar) (the receipt whereof Hat Trick hereby acknowledges), Warner hereby assigns to Hat Trick:

- 1.1 its legal and beneficial right, title and interest in and to the Trade Mark, and
- 1.2 all goodwill attaching to the Trade Mark which is owned by Warner.

together with the right to bring proceedings and to claim damages and all other relief for past and present infringements and other unauthorised uses of the Trade Mark but subject to all existing licences of the Trade Mark to third parties (including those to any subsidiary of Warner) and the licence to Warner set out in Schedule B.

2 Further Assurance

Hat Trick will be responsible, and pay, for the registration of this Assignment with the relevant trade mark registry. Warner will execute all documents, do all acts and things and provide all assistance as may be reasonably requested by Hat Trick to give effect to the provisions of this Assignment. Hat Trick will pay the Warner's reasonable out-of-pocket expenses in respect of actions taken under this clause.

3 Warner Warranty

As of the date hereof, Warner warrants that its use of the Trade Mark has been personal to Warner alone, and it has not assigned, transferred, sub-licensed, mortgaged, charged, or in any other way encumbered or disposed of, or purported to encumber or dispose of its rights or obligations pursuant to its use of the Trade Mark.

4 Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of the United States and is subject to the exclusive jurisdiction of the courts of the United States.

Signed on behalf of the Warner Bros. Entertainment Inc. Corporation

Signature



Name

Avis Frazier-Thomas

Position

Vice President

Signed on behalf of Hat Trick Productions Limited

Signature



Name

PAUL COHEN

Position

COMMERCIAL DIRECTOR

SCHEDULE A

THE TRADE MARK

Country	Trade Mark	Goods and Services	Serial Number	Registration Number
US	WHOSE LINE IS IT ANYWAY?	IC 041. US 100 101 107. G & S	75843647	2377801

SCHEDULE B

LICENCE TO WARNER

THIS LICENCE is made the 3rd day of July 2014

BETWEEN:

- (1) **HAT TRICK PRODUCTIONS LIMITED**, a company incorporated in England and Wales with company number 1909622, of 33 Oval Road, London NW1 7EA ("Hat Trick") and
- (2) **WARNER BROS. ENTERTAINMENT INC. CORPORATION** whose principal office is at 4000 Warner Blvd., Burbank, California 91522 ("Warner");

RECITALS:

- A "Drew Carey's Whose Line Is It Anyway?" is the title of the well-known improvisation television programme co-produced by Warner and Hat Trick for ABC from 1998 to 2006 (the "Programme"). Warner is the owner of the trade mark WHOSE LINE IS IT ANYWAY? details of which are set out in Schedule A ("the Trade Mark").
- C Hat Trick has agreed to licence back to Warner the right to use the Trade Mark to enable Warner to exercise all of Warner's rights in the Programme (the "Warner Rights").

IT IS AGREED:

1 Grant

- 1.1 Hat Trick hereby grants to Warner a non-exclusive royalty-free, irrevocable licence to use the Trade Mark and to grant sublicences to third parties to do the same, for the purposes of exercising the Warner Rights, including, without limitation, in connection with the marking and distribution of the Programme in all media, markets and languages and in any manner now know or hereafter devised, worldwide in perpetuity.
- 1.2 This licence is subject to all existing licences of the Trade Mark by Warner to third parties (including those to any subsidiary of Warner but excluding any in favour of Hat Trick) which shall remain in full force and effect.

2 Rights and registration

- 2.1 Warner acknowledges and agrees that (1) as between Hat Trick and Warner, Hat Trick is the proprietor of the Trade Mark, any copyright, design rights and other intellectual property rights subsisting in and the goodwill relating to the Trade Mark and (2) the benefit of all use of the Trade Mark(s) and any additional goodwill accrued as a result of Warner's activities in connection therewith shall inure, and is hereby assigned, to Hat Trick.

3 General

- 3.1 This Licence represents the entire understanding between the parties and supersedes all prior Licences, whether oral or written, between the parties in relation to its subject matter. Neither party has entered into this Licence on the basis of, or has relied on, any statement or representation (whether negligent or innocent) except those expressly contained in this Licence.
- 3.2 Except as expressly set forth in this Licence, neither party grants to the other by implication, estoppel or otherwise, any right, title, licence or interest in any intellectual property right.
- 3.3 No amendment or variation of the terms of this Licence shall be valid or binding unless made by prior written Licence between the parties and signed by their duly authorised representatives.
- 3.4 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No failure or delay by either party in exercising any rights, power or privilege under this Licence shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 3.5 Nothing in this Licence shall constitute or be deemed to constitute a partnership, joint venture or employment relationship between the parties or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever. Neither party shall act or describe itself as the agent of the other party nor shall either party have or represent that it has any authority to make commitments on behalf of the other.
- 3.6 Neither party shall, and shall procure that its employees and contractors shall not, make any announcement, or comment upon, or originate any publicity, or otherwise provide any information to any third party (other than its legal advisors) concerning this Licence including its existence or terms, without the prior written consent of the other.

- 3.7 This Licence shall be interpreted in accordance with the laws of the United States and any dispute or other matter arising hereunder shall be subject (and the parties hereby submit) to the exclusive jurisdiction of the courts of the United States.
- 3.8 Warner shall be entitled without the consent of Hat Trick to assign or novate this Licence (or any of its rights or obligations under this Licence) to any company which is directly or indirectly owned and/or controlled by Warner.
- 3.9 If Warner or Hat Trick becomes aware of any actual, threatened or suspected infringement by a third party of any of Warner's or Hat Trick's rights under this Licence, the party that is aware of such action or claim shall give the other written notice of such action and Hat Trick shall within a reasonable period of time (to be specified in the notice from Warner) take appropriate action to enforce and preserve Warner's and Hat Trick's rights under this Licence. .
- 3.10 Warner shall provide such cooperation or assistance in this connection as may be required by Hat Trick to meet its obligations under Clause 3.10 above, including joining the action as a party; and Hat Trick shall reimburse Warner with its costs of proving any such assistance cooperation and action.
- 3.11 In the event that Hat Trick shall not have taken any action by the end of the period specified in the notice referred to at clause 3.10, Warner shall be entitled (but not obliged) to take any legal or other action (including in the name of Hat Trick) against any such third party and Hat Trick shall provide such cooperation or assistance in this connection as may be required, including joining the action as a party; and shall reimburse Warner with the cost of taking such action.
- 3.12 If any provision of this Licence is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable then the remaining provisions of this Licence shall continue in full force and effect.
- 3.13 Each party shall, as and when requested by the other party, do all acts and execute all documents as may be reasonably necessary to give effect to the provisions of this Licence.

Signed on behalf of HAT TRICK PRODUCTIONS LIMITED	Signature  Name PAUL CONEN Position COMMERCIAL DIRECTOR
Signed on behalf of WARNER BROS. ENTERTAIN INC. Corporation	Signature  Name Avis Frazier-Thomas Position Vice President

SCHEDULE

THE TRADE MARK

Country	Trade Mark	Goods and Services	Serial Number	Registration Number
US	WHOSE LINE IS IT ANYWAY?	IC 041, US 100 101 107, G & S	75843647	2377801