

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carlos Abreu		07/16/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Hollywood Awards, LLC		
Street Address:	c/o Reed Smith LLP		
Internal Address:	1901 Avenue Of The Stars, Suite 700		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067-6078		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4211603	HOLLYWOOD GIVES BACK AWARDS	
CORRESPONDENCE DATA			
Fax Number:	2125215450		
<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:	(212) 549-0346		
Email:	dcohen@reedsmith.com		
Correspondent Name:	Darren B. Cohen		
Address Line 1:	Reed Smith LLP, 599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Darren B. Cohen		
SIGNATURE:	/Darren B. Cohen/		
DATE SIGNED:	08/27/2014		
Total Attachments: 4			
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source=HollywoodGivesBack TrademarkAssignment FullyExec 7 16 14#page2.tif			
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OP \$40.00 4211603

FULLY-EXECUTED
ORIGINAL

July 1, 2014
Revised as of July 7, 2014

Carlos Abreu
Hollywood Network, Inc.
433 N. Camden Dr., Ste. 600
Beverly Hills, CA 90210

Re: Hollywood Gives Back and Hollywood Gives Back Awards Trademark Assignment

Dear Carlos:

Reference is made to the Assignment of Trademarks Agreement dated August 2, 2013 between Hollywood Network, Inc. and Hollywood Awards, LLC ("Prior Assignment"), as part of the Asset Purchase Agreement referenced in Prior Assignment, this current Assignment of Trademarks ("New Assignment") is made and entered into as of July 1, 2014 between Hollywood Network, Inc. and Hollywood Awards, LLC.

With respect to the Hollywood Gives Back trademark (Class 36) (Serial #77432707 - Reg. #3640823), Hollywood Awards, LLC is the Assignor and Carlos Abreu is the Assignee to the trademark as referenced in Exhibit A hereto.

With respect to the Hollywood Gives Back Awards trademark, (Class 41) (Serial #85484431 - Reg. #4211603) trademark, Carlos Abreu is the Assignor and Hollywood Awards, LLC is the Assignee to the trademark as referenced in Exhibit A hereto.

Whereas the Assignor desires to assign, convey, sell, and transfer to the Assignee, and the Assignee desires to acquire, all of the Assignor's right, title and interest in and to the Hollywood Gives Back and Hollywood Gives Back Awards trademarks (collectively "Trademarks") the parties hereby agree as follows:

1. Assignment of Trademarks. The Assignor hereby assigns, conveys, sells and transfers to the Assignee the entire right, title and interest of the Assignor in and to the Trademarks, including but not limited to the right to use and deal with the Trademarks, along with all right, title and interest in and to: (a) all registrations thereof and applications therefor; (b) all rights of enforcement and causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present, and future infringement, dilution, unfair competition, or other violation of the Trademarks; (c) all license agreements, income royalties, damages and payments and rights thereto now or hereafter due or payable with respect to the Trademarks, including but not limited to the right to recover all damages for infringement of the Trademarks whether such infringement occurred in the past or occurs in the future, as fully as if the Assignor had filed such action in its own name; (d) the goodwill of the business connected with the use of and symbolized by the Trademarks, and that portion of the Assignor's business with which Assignor has a bona fide intent to use the Trademarks identified in any pending United States applications based on intent-to-use; (e) all social media profiles and/or content owned and/or maintained by the Assignor, and all passwords, user names and handles for all social media platforms related to the Trademarks including on Facebook, My Space, Twitter and YouTube; and (f) all rights corresponding thereto throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives.

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2. Recordation or Other Filings. The Assignor shall cooperate with the Assignee to make such filing and recordings with United States and foreign authorities respect to Trademarks registered in such jurisdictions as are required or requested to carry out this New Assignment with respect to the Trademarks.

3. Title to Trademarks. The Assignor represents and warrants that (a) it is the sole and exclusive owner of the entire right, title and interest in and to the Trademarks, free and clear of any liens, security interests or other encumbrances; (b) it has the full right and authority to execute this New Assignment and to assign to the Assignee the rights assigned herein; and (c) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

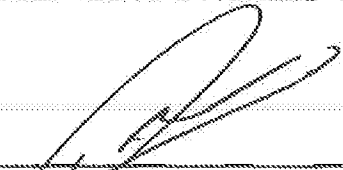
4. Further Cooperation. The Assignor agrees, promptly upon the written request of the Assignee, to execute and deliver such other or further documents or instruments and to take or cause to be taken such other or further actions as may be necessary to secure to the Assignee or its successors or assigns the rights in the Trademarks hereby transferred, including without limitation any affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation under the laws of any jurisdiction requested for (a) the preparation and prosecution of any application for registration relating to any of the rights assigned herein; (b) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein; (c) the obtaining of any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate and that may be secured under the laws now or hereafter in effect in the United States and any application foreign jurisdiction; (d) the implementation or perfection of this New Assignment; and (e) the taking of any steps required by the current procedures promulgated by registration authorities in the jurisdictions listed on Exhibit A.

5. General Provisions. This New Assignment may be amended, modified or supplements only by written agreement of the parties. This New Assignment shall be construed and interpreted in accordance with the Asset Purchase Agreement and, if any provision herein is deemed to conflict with a provision of the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall control.

6. Governing Law. This New Assignment shall be construed, governed by, and enforced in accordance with the laws of the State of California and, except to the extent that United States federal law may apply.

In witness whereof, each party has executed this New Assignment of Trademarks by its duly representative to be effective as of the date set forth above.

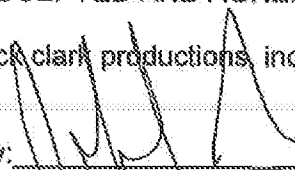
ACCEPTED AND AGREED TO:



Carlos Abreu

Dated: 07/14/2014

ACCEPTED AND AGREED TO:

dicta clark productions, inc.

By: _____
Michael E. Kohn
EVP, Bs. Operations & General Counsel

Dated: 07/26/2014

Carlos Abreu
Trademark New Assignment
July 1, 2014; revised as of July 7, 2014.

Exhibit A

Trademarks and Jurisdictions of Registration

(see attached list)

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ASSIGNMENT OF TRADEMARKS
EXHIBIT A

Mark	Goods and Services	Country	Status	Application/ Registration No.
1. Hollywood Gives Back	INT. CL. 36 CHARITABLE FUNDRAISING SERVICES	US	Registered. USPTO Status: Registered USPTO Status Date: 16-JUN- 2009	App 77432707 Reg. 3840823
2. Hollywood Gives Back Awards	INT. CL. 41 ORGANIZING AND CONDUCTING AWARDS SHOWS TO GRANT AWARDS. RECOGNIZING ACHIEVEMENTS IN THE FIELD OF MOTION PICTURES, TELEVISION, MUSIC, RADIO AND MULTIMEDIA.	US	Registered. USPTO Status: Registered USPTO Status Date: 18-SEP-2012	App. 85484431 Reg. 4211603