

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Here Studios L.L.C.		07/28/2010	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Here Media Inc.		
Street Address:	10990 Wilshire Blvd.		
Internal Address:	Penthouse		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3295800	DANTE'S COVE	
CORRESPONDENCE DATA			
Fax Number:	3108064268		
<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:	310-405-7759		
Email:	jeff.hendricks@heremedia.com		
Correspondent Name:	Jeff Hendricks		
Address Line 1:	10990 Wilshire Blvd.		
Address Line 2:	Penthouse		
Address Line 4:	Los Angeles, CALIFORNIA 90024		
NAME OF SUBMITTER:	Jeffrey A. Hendricks		
SIGNATURE:	/Jeffrey A. Hendricks/		
DATE SIGNED:	09/24/2014		
Total Attachments: 4			
source=Here Studios to Here Media_TM Assignment#page1.tif			
source=Here Studios to Here Media_TM Assignment#page2.tif			
source=Here Studios to Here Media_TM Assignment#page3.tif			
source=Here Studios to Here Media_TM Assignment#page4.tif			

OP \$40.00 3295800

TRADEMARK

TRADEMARK ASSIGNMENT

This trademark assignment ("Assignment") is made as of July 28, 2010, from **Here Studios L.L.C.** ("Assignor") to **Here Media Inc.** ("Assignee").

WHEREAS, Assignor is the owner of the trademark(s) (individually and collectively, the "Mark") described herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Mark is used; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Mark, and Assignee wishes to accept the same.

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

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind and nature in and to the Mark (as more fully described in Exhibit A, attached hereto and incorporated herein by this reference); all logos, phrases and goodwill related thereto or associated therewith; all income, royalties, and damages that become due or payable to the Assignor with respect to the Mark, including, without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and all rights to sue for past, present, and future infringements or misappropriations of the Mark.

2. License. Assignee hereby grants to Assignor (and all of its assigns) a non-exclusive, royalty-free license to use the Mark (the "License"); provided that the Assignor may only use the Mark in such manner as is consistent with Assignor's past practices prior to the date hereof. Assignee, in its sole discretion, may revoke this License at any time upon sixty (60) days written notice to the Assignor.

3. Representations and Warranties.

(a) Assignor hereby represents and warrants it is a limited liability company duly registered and validly existing under the laws of Texas and has the full right, power, legal capacity and authority to enter into and carry out the terms of this Assignment; has the exclusive ownership of the Mark and no rights or equity of any third party is prejudiced due to the using of the Mark; and will not engage in any action that will be detrimental to the validity of the Mark following execution of this Assignment.

(b) Assignee hereby represents and warrants it is a limited liability company duly registered and validly existing under the laws of Texas and has the full right, power, legal capacity and authority to enter into and carry out the terms of this Assignment.

4. Governing Law, Severability, Successors and Assigns. This Assignment shall be governed by the laws of the State of California applicable to Assignments made and fully performed in California by California residents. If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain

valid and enforceable according to its terms. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of each party's respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assignees.

5. Waiver, Amendment, Modification. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

6. Further Documentation. Assignor hereby agrees that it shall execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Mark.

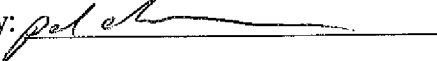
IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized officer as of the date first written above.

HERE STUDIOS L.L.C.
("Assignor")

By: _____ 

Its: _____

HERE MEDIA INC.
("Assignee")

By: _____ 

Its: _____

EXHIBIT A

The trademark(s) (individually and collectively, the "Mark") subject to the Assignment dated as of July 28, 2010, between **Here Studios L.L.C.** ("Assignor") and **Here Media Inc.** ("Assignee") shall include any and all trademarks registered or pending registration to Assignor, including, without limitation, the here!, here! Tunes, and Dante's Cove marks, and related designs for each, in any and all territories worldwide, including, but not limited to, the following:

MARK / TERRITORY	REGISTERED OR CURRENT OWNER	REGISTRATION DATE	REGISTRATION NUMBER
HERE! & DESIGN-E. U.	Here Studios L.L.C.	2/13/2006	4188637
HERE! - Austria	Here Studios L.L.C.	3/8/2005	857607
HERE! - BeNeLux	Here Studios L.L.C.	3/8/2005	857607
HERE! - China	Here Studios L.L.C.	3/8/2005	857607
HERE! - Czech Repub.	Here Studios L.L.C.	3/8/2005	857607
HERE! - Denmark	Here Studios L.L.C.	3/8/2005	857607
HERE! - Finland	Here Studios L.L.C.	3/8/2005	857607
HERE! - France	Here Studios L.L.C.	3/8/2005	857607
HERE! - Germany	Here Studios L.L.C.	3/8/2005	857607
HERE! - Greece	Here Studios L.L.C.	3/8/2005	857607
HERE! - Ireland	Here Studios L.L.C.	3/8/2005	857607
HERE! - Italy	Here Studios L.L.C.	3/8/2005	857607
HERE! - Japan	Here Studios L.L.C.	3/8/2005	857607
HERE! - Korea	Here Studios L.L.C.	3/8/2005	857607
HERE! - Madrid Protocol	Here Studios L.L.C.	3/8/2005	857607
HERE! - Monaco	Here Studios L.L.C.	3/8/2005	857607
HERE! - Norway	Here Studios L.L.C.	3/8/2005	857607
HERE! - Poland	Here Studios L.L.C.	3/8/2005	857607
HERE! - Portugal	Here Studios L.L.C.	3/8/2005	857607
HERE! - Spain	Here Studios L.L.C.	3/8/2005	857607
HERE! - Sweden	Here Studios L.L.C.	3/8/2005	857607
HERE! - Switzerland	Here Studios L.L.C.	3/8/2005	857607
HERE! - United Kingdom	Here Studios L.L.C.	3/8/2005	857607
HERE! & DESIGN-China	Here Studios L.L.C.	4/25/2005	868254
HERE! & DESIGN-Japan	Here Studios L.L.C.	4/25/2005	868254
HERE! & DESIGN-Korea	Here Studios L.L.C.	4/25/2005	868254
HERE! & DESIGN-Madrid Protocol	Here Studios L.L.C.	4/25/2005	868254
HERE! & DESIGN-Monaco	Here Studios L.L.C.	4/25/2005	868254
HERE! & DESIGN-Norway	Here Studios L.L.C.	4/25/2005	868254
HERE! & DESIGN-Switzerland	Here Studios L.L.C.	4/25/2005	868254
DANTE'S COVE – United States	Here Studios L.L.C.	9/18/2007	3295800
DANTE'S COVE - France	Here Studios L.L.C.	9/1/2005	863719
DANTE'S COVE - Germany	Here Studios L.L.C.	9/1/2005	863719
DANTE'S COVE - Australia	Here Studios L.L.C.	9/1/2005	863719

TRADEMARK

REEL: 005368 FRAME: 0413

DANTE'S COVE - BeNeLux	Here Studios L.L.C.	4/14/2009	863719
DANTE'S COVE - U.K.	Here Studios L.L.C.	9/1/2005	863719
DANTE'S COVE - Italy	Here Studios L.L.C.	9/1/2005	863719
DANTE'S COVE - Madrid Protocol	Here Studios L.L.C.	9/18/2008	863719
DANTE'S COVE -Canada	Here Studios L.L.C.	8/17/2009	745452
HERE! TUNES LOGO DIV-U.S.	Here Studios L.L.C.	12/11/2007	3354459
HERE! TUNES LOGO-U.S.	Here Studios L.L.C.	9/8/2009	3681531
HERE! TUNES LOGO DIV 2-U.S.	Here Studios L.L.C.	9/22/2009	3687643
HERE! TUNES-U.S.	Here Studios L.L.C.	Pub. for Opp. 4/6/10	Serial No. 78690542