

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broadway Multimedia, Inc.		03/02/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	The Broadway Channel LLC		
Street Address:	1619 Broadway, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3911690	BROADWAY PROFILES	
Registration Number:	3583378	ONE ON THE AISLE AND A BACKSTAGE PASS TO	
Registration Number:	3580063	WHAT'S HOT ON BROADWAY	
Registration Number:	3601609	BROADWAY PREVIEWS	
Registration Number:	2162298	THE BROADWAY CHANNEL	
CORRESPONDENCE DATA			
Fax Number:	2123080642		
<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:	2129355500		
Email:	rkiwi@fwrv.com		
Correspondent Name:	Rachel Kiwi		
Address Line 1:	Franklin, Weinrib, Rudell & Vassallo PC		
Address Line 2:	488 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Rachel Kiwi		
SIGNATURE:	/Rachel Kiwi/		
DATE SIGNED:	03/03/2015		
Total Attachments: 5			

OP \$140.00 3911690

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of March 2, 2015 is made by Broadway Multimedia, Inc., a Florida corporation ("Seller"), in favor of The Broadway Channel LLC, a Delaware limited liability company ("Purchaser"), the purchaser of certain assets of Seller pursuant to the asset purchase agreement between Purchaser, Seller, O. Kendall Hege and Matthew A. Hege, dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to all of its intellectual property, including common law rights and goodwill with respect thereto, and including without limitation the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks. Seller acknowledges with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all of Seller's copyrights and all rights under copyright, including without limitation (i) all content on the website www.broadwaychannel.com and all programming and metadata related thereto and (ii) with respect to the retained video productions of the Broadway Channel, including current and past Broadway Channel programming, Broadway star interviews, coverage of Broadway shows including red carpet coverage, rehearsals, press junkets, and Broadway Channel arranged and produced interview junkets;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller acknowledges that Purchaser intends to record this IP Assignment with the United States Patent and Trademark Office, the United States Copyright Office and in any other applicable jurisdictions. Following the date hereof, Seller and its successors, assigns and legal representatives shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of Seller's right, title and interest in and to the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Effective Time. This IP Assignment shall become effective as of 11:59 p.m., Eastern Standard Time, on the date hereof.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

BROADWAY MULTIMEDIA, INC.

By: 

Name: O. Kendall Hege

Title: President

Address for Notices:

Broadway Multimedia, Inc.
300 Sevilla Avenue, Suite 305
Coral Gables, FL 33134
Attn: O. Kendall Hege;
Matthew A. Hege

AGREED TO AND ACCEPTED:

THE BROADWAY CHANNEL

LLC

By: _____

Name:

Title:

Address for Notices:

Key Brand Entertainment Inc.
1619 Broadway, 9th Floor
New York, NY 10019
Attn: General Counsel

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

BROADWAY MULTIMEDIA, INC.

By: _____

Name: O. Kendall Hege
Title: President

Address for Notices:

Broadway Multimedia, Inc.
300 Sevilla Avenue, Suite 305
Coral Gables, FL 33134
Attn: O. Kendall Hege;
Matthew A. Hege

AGREED TO AND ACCEPTED:

THE BROADWAY CHANNEL
LLC

By:  _____



Name: John Gore
Title: President & Chief Financial Officer

Address for Notices:

Key Brand Entertainment Inc.
1619 Broadway, 9th Floor
New York, NY 10019
Attn: General Counsel

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK
APPLICATIONS

Trademark	Registration/ Application Number	Registration Date/ Application Date	Issuing Authority
Design: BROADWAY PROFILES 	3911690	1/25/11	US Federal
ONE ON THE AISLE AND A BACKSTAGE PASS TO THE BEST OF BROADWAY	3583378	3/3/09	US Federal
WHAT'S HOT ON BROADWAY	3580063	2/24/09	US Federal
Design: BROADWAY PREVIEWS 	3601609	4/7/09	US Federal
THE BROADWAY CHANNEL	2162298	6/2/98	US Federal

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