

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357322

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fashion Cents LLC		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Weinstein Television LLC		
<b>Street Address:</b>	375 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3659338	PROJECT RUNWAY	
<b>Registration Number:</b>	3173086	PROJECT RUNWAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159848701		
<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>			
<b>Phone:</b>	415-984-8700		
<b>Email:</b>	jkoehler@omm.com		
<b>Correspondent Name:</b>	Jesse Koehler, Esq.		
<b>Address Line 1:</b>	O'Melveny & Myers LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	914555-61		
<b>NAME OF SUBMITTER:</b>	Alexandra C. Echery		
<b>SIGNATURE:</b>	/Alexandra C. Echery/		
<b>DATE SIGNED:</b>	10/02/2015		
<b>Total Attachments: 4</b>			
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## **TRADEMARK AND DOMAIN NAME ASSIGNMENT**

This Trademark and Domain Name Assignment Agreement dated as of June 23, 2015, is entered into by and among The Weinstein Company LLC and Fashion Cents LLC (each, an “Assignor” and collectively, the “Assignors”), on the one hand, and Weinstein Television LLC (“Assignee”), on the other hand.

**WHEREAS**, Assignors have adopted and used and are using the trademarks (the “Marks”) and the domain names (the “Domain Names”), in each case, that are identified on Schedule 1 hereto, and are the owners of the registrations of such intellectual property or the pending registration application therefor;

**WHEREAS**, Assignors have filed intent-to-use applications identified on Schedule 2 hereto (the “ITU Applications”); and

**WHEREAS**, Assignee, desires to acquire the ITU Applications, the Marks and the Domain Names, and the registrations thereof.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto Assignee, its successors and assigns, all of its right, title and interest (if any), forever and throughout the universe, in and to (i) the Domain Names; (ii) the Marks and (iii) the ITU Applications (in connection with the sale of the assets related to the Assignors’ ongoing and existing television business), together with (a) the registrations of and applications to register the Marks, the Domain Names and the ITU Applications; (b) the goodwill symbolized by and associated with the Marks, the Domain Names and the ITU Applications; and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks, the Domain Names or the ITU Applications, or the registrations thereof or such associated goodwill.

Assignors and Assignee hereby agree to duly execute such further documents as the parties may deem necessary or desirable to effectuate the purpose and intent of this Agreement.

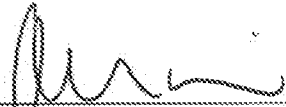
This Agreement shall be construed in accordance with the local law of the State of New York and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, licensees and assigns. Assignee, in its sole discretion, shall have the right to further assign and/or license any and all of its rights hereunder.

This Agreement shall be binding upon each of the Assignors, their successors and assigns, and shall inure to the benefit of Assignee and their successors and assigns. This Agreement may be executed (including by facsimile or portable document format (.pdf) transmission) in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment as of the date first written above.

**THE WEINSTEIN COMPANY LLC**

By:   
Name: Andrew Kim  
Title: Chief Financial Officer


**FASHION CENTS LLC**

By:   
Name: Andrew Kim  
Title: Chief Financial Officer

**Schedule 1**

**Trademarks and Domain Names**

**Trademarks:**

	<b>Mark</b>	<b>Application/ Registration Number</b>	<b>Owner</b>
	Project Runway	3659338	Fashion Cents LLC
	PROJECT RUNWAY	3173086	Fashion Cents LLC
	Welcome to Myrtle Manor	85877666	The Weinstein Company LLC
	Myrtle Manor	85863299	The Weinstein Company LLC
		85863388	The Weinstein Company LLC

**Domain Names:**

1. <http://projectrunway.com/>
2. <http://allstars.projectrunway.com/>
3. <http://underthegunn.tv/>
4. <http://threads.projectrunway.com>

**Schedule 2**

**ITU Applications**

	<b>Mark</b>	<b>Application Number</b>	<b>Owner</b>
	WEINSTEIN TELEVISION	86/667,580	The Weinstein Company LLC
	WEINSTEIN TV	86/667,566	The Weinstein Company LLC
	DIMENSION TELEVISION	86/667,610	The Weinstein Company LLC
	DIMENSION TV	86/667,600	The Weinstein Company LLC