

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360282

<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>
Miss Universe L.P.		09/10/2015	LIMITED LIABILITY LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IMG Universe, LLC		
<b>Street Address:</b>	11 MADISON AVENUE		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 62</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4436626	CONFIDENTLY BEAUTIFUL	
<b>Registration Number:</b>	4689842	CONFIDENTLY BEAUTIFUL	
<b>Registration Number:</b>	4689843	CONFIDENTLY BEAUTIFUL	
<b>Registration Number:</b>	4698910	MISS UNIVERSE	
<b>Registration Number:</b>	4201358	MISS DISTRICT OF COLUMBIA USA	
<b>Registration Number:</b>	4204956	MISS DISTRICT OF COLUMBIA TEEN USA	
<b>Registration Number:</b>	4063798	MISS CONGENIALITY UNIVERSE	
<b>Registration Number:</b>	4063799	MISS PHOTOGENIC UNIVERSE	
<b>Registration Number:</b>	4080466	MISS CONGENIALITY TEEN USA	
<b>Registration Number:</b>	4080467	MISS PHOTOGENIC TEEN USA	
<b>Registration Number:</b>	3900493	MISS USA	
<b>Registration Number:</b>	3894421	MISS UNIVERSE U.S. VIRGIN ISLANDS	
<b>Registration Number:</b>	3796093	MISS UNIVERSE GUAM	
<b>Registration Number:</b>	3590342	MISS PHOTOGENIC USA	
<b>Registration Number:</b>	3590341	MISS CONGENIALITY USA	
<b>Registration Number:</b>	3055337	MISS HAWAII TEEN USA	
<b>Registration Number:</b>	3055349	MISS HAWAII USA	
<b>Registration Number:</b>	2955153	MISS IDAHO TEEN USA	
<b>Registration Number:</b>	2955154	MISS IDAHO USA	
<b>TRADEMARK</b>			

OP \$1565.00 4436626

Property Type	Number	Word Mark
Registration Number:	2938311	MISS VERMONT USA
Registration Number:	2940238	MISS VERMONT TEEN USA
Registration Number:	2938309	MISS WISCONSIN USA
Registration Number:	2938310	MISS WISCONSIN TEEN USA
Registration Number:	2940234	MISS FLORIDA USA
Registration Number:	2940235	MISS FLORIDA TEEN USA
Registration Number:	2253335	
Registration Number:	1710147	MISS USA
Registration Number:	1601484	MISS USA
Registration Number:	1597876	MISS UNIVERSE
Registration Number:	1372745	MISS USA
Registration Number:	1146211	MISS UNIVERSE
Registration Number:	1660124	MISS TEEN USA
Registration Number:	1182063	MISS UNIVERSE
Registration Number:	0810421	MISS U.S.A.
Registration Number:	0808974	MISS U.S.A.
Registration Number:	0720283	MISS UNIVERSE
Registration Number:	0620557	MISS UNIVERSE
Registration Number:	3904377	MISS U TV
Registration Number:	4652984	
Registration Number:	3699329	
Serial Number:	86608956	MISS USA
Serial Number:	86459099	MISS UNIVERSE
Serial Number:	85793406	MISS TEEN USA
Serial Number:	85682780	MISS UNIVERSE
Serial Number:	85682818	MISS USA
Serial Number:	85649393	MISS TEEN USA
Serial Number:	85621749	MISS TEEN UNIVERSE
Serial Number:	86037486	MISS LATINA UNIVERSO
Serial Number:	86592709	BE MORE THAN PRETTY
Serial Number:	86592715	BE MORE THAN PRETTY
Serial Number:	86592722	BE MORE THAN PRETTY
Serial Number:	86159682	CONFIDENTLY BEAUTIFUL
Serial Number:	85807693	CONFIDENTLY BEAUTIFUL
Serial Number:	85807669	CONFIDENTLY BEAUTIFUL
Serial Number:	85807717	CONFIDENTLY BEAUTIFUL
Serial Number:	85793425	MRS. USA
Serial Number:	85762540	MU

Property Type	Number	Word Mark
Serial Number:	85762576	MU
Serial Number:	85762562	MU
Serial Number:	85762590	MU
Serial Number:	86253031	MRS. UNIVERSE
Serial Number:	86671466	THE FORMERS

**CORRESPONDENCE DATA**

Fax Number: 2128087897

*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.*

Email: trademarks@kelleydrye.com

Correspondent Name: Andrea L. Calvaruso

Address Line 1: 101 Park Avenue

Address Line 4: New York, NEW YORK 10178

**ATTORNEY DOCKET NUMBER:** 020310-0086

**NAME OF SUBMITTER:** Andrea L. Calvaruso

**SIGNATURE:** /Andrea L. Calvaruso/

**DATE SIGNED:** 10/28/2015

**Total Attachments: 10**

- source=Trademark Assignment Agreement (Executed) - US FEDERAL#page1.tif
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of September 10, 2015 (the "Effective Date"), is made by and between Miss Universe L.P., LLLP, a limited liability limited partnership organized under the laws of the State of Delaware ("Assignor"), and IMG Universe, LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into a certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed on Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.

2. Disclaimer; Ownership; No Challenge. Assignor hereby disclaims all interest in the Trademarks and except as agreed by the parties in writing, shall not, directly or indirectly, use or apply to register any Trademark, or any other intellectual property confusingly similar thereto or that would constitute an infringement of any Trademark. Assignor hereby acknowledges and agrees that from and after the date hereof Assignee shall be the exclusive owner of the Trademarks. Assignor acknowledges that all rights accruing from Assignor's use of any Trademark prior to assignment to Assignee pursuant to Section 1 hereof and any goodwill resulting from such uses shall inure to the benefit of Assignee and that Assignee is the owner of all enhancements in value attached or which may become attached to such Trademarks after the date hereof. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction (a) Assignee's rights, title and interest

in and to the Trademarks, (b) Assignee's and its affiliates' rights to use and control the Trademarks, or (c) the validity of the Trademarks.

3. General Provisions. This Assignment and the Asset Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Asset Purchase Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Asset Purchase Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Trademarks beyond those rights provided in the Asset Purchase Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Trademarks being conveyed hereby except as specifically set forth in the Asset Purchase Agreement.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.

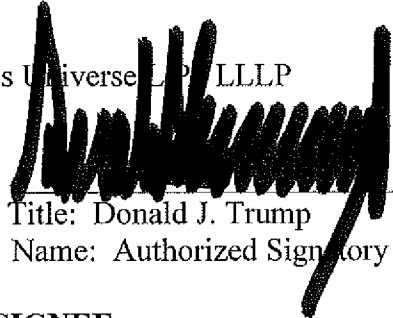
5. Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

**ASSIGNOR:**

Miss Universe LP, LLLP

By:   
Title: Donald J. Trump  
Name: Authorized Signatory

**ASSIGNEE:**

IMG Universe, LLC

By: \_\_\_\_\_  
Title:  
Name:

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

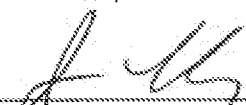
ASSIGNOR:

Miss Universe L.P., LLLP

By: \_\_\_\_\_  
Title:  
Name:

ASSIGNEE:


IMG Universe, LLC

By:   
Title: Jason Wobin  
Name: Authorized Signatory

**Schedule A**

**Trademark Registrations and Pending Applications**

U.S. Federal Trademarks:






Number	Mark	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
1.	MISS USA  MISS USA	86608956 24-APR-2015	Not Available	3	MISS UNIVERSE L.P., LLLP
2.	MISS UNIVERSE  MISS UNIVERSE	86459099 19-NOV-2014	Not Available	3	MISS UNIVERSE L.P., LLLP
3.	MISS UNIVERSE  MISS UNIVERSE	86320916 26-JUN-2014	4698910 10-MAR-2015	3 8 11	MISS UNIVERSE L.P., LLLP
4.	MISS TEEN USA  MISS TEEN USA	85793406 03-DEC-2012	Not Available	25	MISS UNIVERSE, L.P., LLLP
5.	MISS UNIVERSE  MISS UNIVERSE	85682780 20-JUL-2012	Not Available	25	MISS UNIVERSE L.P., LLLP
6.	MISS USA  MISS USA	85682818 20-JUL-2012	Not Available	25	MISS UNIVERSE L.P., LLLP
7.	MISS TEEN USA  MISS TEEN USA	85649393 12-JUN-2012	Not Available	3	MISS UNIVERSE L.P., LLLP
8.	MISS TEEN UNIVERSE  MISS TEEN UNIVERSE	85621749 10-MAY-2012	Not Available	41	MISS UNIVERSE L.P., LLLP
9.	MISS USA 	85044797 21-MAY-2010	3900493 04-JAN-2011	41	MISS UNIVERSE L.P., LLLP
10.	MISS UNIVERSE U.S. VIRGIN ISLANDS  MISS UNIVERSE U.S. VIRGIN ISLANDS	77583483 01-OCT-2008	3894421 21-DEC-2010	41	MISS UNIVERSE L.P., LLLP
11.	MISS UNIVERSE GUAM  MISS UNIVERSE GUAM	77290472 27-SEP-2007	3796093 01-JUN-2010	41	MISS UNIVERSE L.P., LLLP





Number	Mark	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
12.	MISS LATINA UNIVERSE  MISS LATINA UNIVERSE	86037486 14-AUG-2013	Not Available	41	MISS UNIVERSE L.P., LLLP
13.	MISS DISTRICT OF COLUMBIA USA  MISS DISTRICT OF COLUMBIA USA	85483510 30-NOV-2011	4201358 04-SEP-2012	41	MISS UNIVERSE L.P., LLLP
14.	MISS DISTRICT OF COLUMBIA TEEN USA  MISS DISTRICT OF COLUMBIA TEEN USA	85483531 30-NOV-2011	4204956 11-SEP-2012	41	MISS UNIVERSE L.P., LLLP
15.	MISS CONGENIALITY UNIVERSE  MISS CONGENIALITY UNIVERSE	77786978 22-JUL-2009	4063798 29-NOV-2011	41	MISS UNIVERSE, L.P., LLLP
16.	MISS PHOTOGENIC UNIVERSE  MISS PHOTOGENIC UNIVERSE	77787001 22-JUL-2009	4063799 29-NOV-2011	41	MISS UNIVERSE L.P., LLLP
17.	MISS CONGENIALITY TEEN USA  MISS CONGENIALITY TEEN USA	77787081 22-JUL-2009	4080466 03-JAN-2012	41	MISS UNIVERSE L.P., LLLP
18.	MISS PHOTOGENIC TEEN USA  MISS PHOTOGENIC TEEN USA	77787098 22-JUL-2009	4080467 03-JAN-2012	41	MISS UNIVERSE L.P., LLLP
19.	MISS PHOTOGENIC USA  MISS PHOTOGENIC USA	77472250 12-MAY-2008	3590342 17-MAR-2009	41	MISS UNIVERSE L.P., LLLP
20.	MISS CONGENIALITY USA  MISS CONGENIALITY USA	77472195 12-MAY-2008	3590341 17-MAR-2009	41	MISS UNIVERSE L.P., LLLP
21.	MISS HAWAII TEEN USA  MISS HAWAII TEEN USA	78570616 18-FEB-2005	3055337 31-JAN-2006	41	MISS UNIVERSE L.P., LLLP
22.	MISS HAWAII USA  MISS HAWAII USA	78570833 18-FEB-2005	3055349 31-JAN-2006	41	MISS UNIVERSE L.P., LLLP

Number	Mark	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
23.	MISS IDAHO TEEN USA  MISS IDAHO TEEN USA	78443714 30-JUN-2004	2955153 24-MAY-2005	41	MISS UNIVERSE L.P., LLLP
24.	MISS IDAHO USA  MISS IDAHO USA	78443729 30-JUN-2004	2955154 24-MAY-2005	41	MISS UNIVERSE L.P., LLLP
25.	MISS VERMONT USA  MISS VERMONT USA	78441461 25-JUN-2004	2938311 05-APR-2005	41	MISS UNIVERSE L.P., LLLP
26.	MISS VERMONT TEEN USA  MISS VERMONT TEEN USA	78441471 25-JUN-2004	2940238 12-APR-2005	41	MISS UNIVERSE L.P., LLLP
27.	MISS WISCONSIN USA  MISS WISCONSIN USA	78426873 28-MAY-2004	2938309 05-APR-2005	41	MISS UNIVERSE L.P., LLLP
28.	MISS WISCONSIN TEEN USA  MISS WISCONSIN TEEN USA	78426890 28-MAY-2004	2938310 05-APR-2005	41	MISS UNIVERSE L.P., LLLP
29.	MISS FLORIDA USA  MISS FLORIDA USA	78414813 07-MAY-2004	2940234 12-APR-2005	41	MISS UNIVERSE L.P., LLLP
30.	MISS FLORIDA TEEN USA  MISS FLORIDA TEEN USA	78414837 07-MAY-2004	2940235 12-APR-2005	41	MISS UNIVERSE L.P., LLLP
31.	MISS USA	74216000 28-OCT-1991	1710147 25-AUG-1992	25	MISS UNIVERSE L.P., LLLP
32.	MISS USA	73831501 13-OCT-1989	1601484 12-JUN-1990	41	MISS UNIVERSE L.P., LLLP
33.	MISS UNIVERSE	73831500 13-OCT-1989	1597876 22-MAY-1990	41	MISS UNIVERSE L.P., LLLP
34.	MISS USA	73542289 10-JUN-1985	1372745 26-NOV-1985	25	MISS UNIVERSE L.P., LLLP
35.	MISS TEEN USA	73452820 14-NOV-1983	1660124 08-OCT-1991	41	MISS UNIVERSE L.P., LLLP

Number	Mark	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
36.	MISS UNIVERSE	73254282 07-MAR-1980	1182063 15-DEC-1981	16	MISS UNIVERSE L.P., LLLP
37.	MISS UNIVERSE	73202092 31-JAN-1979	1146211 20-JAN-1981	25	MISS UNIVERSE L.P., LLLP
38.	MISS U.S.A.	72224013 22-JUL-1965	0810421 28-JUN-1966	28	MISS UNIVERSE L.P., LLLP
39.	MISS U.S.A.	72105531 30-SEP-1960	0808974 24-MAY-1966	35	MISS UNIVERSE L.P., LLLP
40.	MISS UNIVERSE	72063150 25-NOV-1958	0720283 22-AUG-1961	28	MISS UNIVERSE L.P., LLLP
41.	MISS UNIVERSE	71632789 19-JUL-1952	0620557 31-JAN-1956	35 36 38 41 42	MISS UNIVERSE L.P., LLLP
42.	BE MORE THAN PRETTY  BE MORE THAN PRETTY	86592709 09-APR-2015	Not Available	28	MISS UNIVERSE L.P., LLLP
43.	BE MORE THAN PRETTY  BE MORE THAN PRETTY	86592715 09-APR-2015	Not Available	41	MISS UNIVERSE L.P., LLLP
44.	BE MORE THAN PRETTY  BE MORE THAN PRETTY	86592722 09-APR-2015	Not Available	35	MISS UNIVERSE L.P., LLLP
45.	CONFIDENTLY BEAUTIFUL  CONFIDENTLY BEAUTIFUL	86159682 07-JAN-2014	Not Available	8	MISS UNIVERSE L.P., LLLP
46.	CONFIDENTLY BEAUTIFUL  CONFIDENTLY BEAUTIFUL	86159660 07-JAN-2014	4689842 17-FEB-2015	3	MISS UNIVERSE L.P., LLLP
47.	CONFIDENTLY BEAUTIFUL  CONFIDENTLY BEAUTIFUL	86159684 07-JAN-2014	4689843 17-FEB-2015	11	MISS UNIVERSE L.P., LLLP
48.	CONFIDENTLY BEAUTIFUL  CONFIDENTLY BEAUTIFUL	85946356 30-MAY-2013	4436626 19-NOV-2013	41	MISS UNIVERSE L.P., LLLP
49.	CONFIDENTLY BEAUTIFUL  CONFIDENTLY BEAUTIFUL	85807693 20-DEC-2012	Not Available	14	MISS UNIVERSE L.P., LLLP
50.	CONFIDENTLY BEAUTIFUL  CONFIDENTLY BEAUTIFUL	85807669 20-DEC-2012	Not Available	3	MISS UNIVERSE L.P., LLLP

Number	Mark	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
51.	CONFIDENTLY BEAUTIFUL  CONFIDENTLY BEAUTIFUL	85807717 20-DEC-2012	Not Available	9	MISS UNIVERSE L.P., LLLP
52.	MRS. UNIVERSE  MRS. UNIVERSE	86253031 15-APR-2014	Not Available	41	MISS UNIVERSE L.P., LLLP
53.	MISS U TV  MISS U TV	85054834 04-JUN-2010	3904377 11-JAN-2011	35 41	MISS UNIVERSE L.P., LLLP
54.	MRS. USA  MRS. USA	85793425 03-DEC-2012	Not Available	41	MISS UNIVERSE L.P., LLLP
55.	MU 	85762540 24-OCT-2012	Not Available	3	MISS UNIVERSE L.P., LLLP
56.	MU 	85762576 24-OCT-2012	Not Available	35	MISS UNIVERSE L.P., LLLP
57.	MU 	85762562 24-OCT-2012	Not Available	14	MISS UNIVERSE L.P., LLLP
58.	MU 	85762590 24-OCT-2012	Not Available	41	MISS UNIVERSE L.P., LLLP
59.	THE FORMERS  THE FORMERS	86671466 23-JUN-2015	Not Available	41	MISS UNIVERSE L.P., LLLP
60.	<i>Design Only</i> 	86320789 25-JUN-2014	4652984 09-DEC-2014	3 8 11	MISS UNIVERSE L.P., LLLP

Number	Mark	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
61.	<i>Design Only</i> 	77048662 21-NOV-2006	3699329 20-OCT-2009	41	MISS UNIVERSE L.P., LLLP
62.	MISS UNIVERSE	73202092 31-JAN-1979	1146211 20-JAN-1981	25	MISS UNIVERSE L.P., LLLP
63.	<i>Design Only</i> 	75457192 25-MAR-1998	2253335 15-JUN-1999	41	MISS UNIVERSE L.P., LLLP