

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soul Train Holdings, LLC		04/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BET ST LLC		
Street Address:	1515 Broadway		
Internal Address:	34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2088544	SOUL TRAIN MUSIC AWARDS	
Registration Number:	2078341		
Registration Number:	1748988	SOUL TRAIN	
Registration Number:	0938310	SOUL TRAIN	
Registration Number:	4309334	LOVE, PEACE & SOUL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-846-8594		
Email:	trademarks@mtvn.com		
Correspondent Name:	Michelena Hallie		
Address Line 1:	1515 Broadway		
Address Line 2:	34th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Michelena Hallie		
SIGNATURE:	/MH/		
DATE SIGNED:	06/08/2016		

CH \$140.00 2088544

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is dated as of April 1, 2016 (the “**Effective Date**”), by and between Soul Train Holdings, LLC, a Delaware limited liability company (“**Assignor**”), and BET ST LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of April 1, 2016, by and between Assignor and Assignee (the “**Purchase Agreement**”), Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, free and clear of all Liens, except for Permitted Liens, all right, title and interest in and to the Acquired Assets, including the Trademark registrations and applications listed in Exhibit A hereto (collectively, the “**Assigned Trademarks**”) and to assume the Assumed Liabilities, upon the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, all capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Assignment.** Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, except for Permitted Liens, all of Assignor’s right, title and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all common law rights, and registrations and applications for registration thereof and all reissues, extensions and renewals of any of the foregoing, together with (i) all rights pertaining to the foregoing, including those arising under international treaties and convention rights; (ii) all rights and powers to assert, defend and recover title to any of the foregoing; (iii) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to any of the foregoing; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of all of the foregoing; and (v) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to any of the foregoing. Assignor acknowledges and agrees that from and after the Effective Date, Assignee shall be the exclusive owner of the Assigned Trademarks.

2. **Cooperation.** This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate government entity. Assignor agrees that, upon Assignee’s reasonable request and at Assignee’s cost and expense, Assignor shall do all lawful acts, including the execution of agreements and instruments, that may be reasonably necessary to effect this Assignment and to perfect, record and evidence the title of Assignee and its successors and/or assigns in and to the Assigned Trademarks, including, without limitation, its recordation in the United States Patent

and Trademark Office and all applicable U.S. and foreign local, state and national intellectual property offices.

3. No Effect on Purchase Agreement. Neither the making nor the acceptance of this Assignment shall modify or restrict or enlarge the terms of the Purchase Agreement nor constitute a waiver or release of either Party of any representations, warranties, liabilities or duties imposed upon such Party by the terms of the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

4. Successors and Assigns. This Assignment shall be binding upon the Parties and their respective heirs, successors and assigns.

5. Severability. Any provision hereof that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the Parties will attempt in good faith to reform this Assignment in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

6. Governing Law; Submission to Jurisdiction. This Assignment and any disputes arising hereunder or controversies related hereto shall be governed by and construed in accordance with the Laws of the State of New York. Each Party hereby irrevocably and unconditionally: (a) (i) agrees that any Proceeding instituted against such Party shall be brought exclusively in the state or federal courts, in each case, situated in New York County, (ii) irrevocably consents and submits to the exclusive jurisdiction of such courts for the purpose of any such Proceeding instituted against such Party or such Party's property and (iii) agrees that a final judgment in any such Proceeding shall be conclusive and binding and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law; (b) agrees that mailing of process or other papers in connection with any such Proceeding in the manner provided in Section 7.5 of the Purchase Agreement or any other manner as may be permitted by Law shall be valid and sufficient service thereof; and (c) (i) waives any objection which such Party may now or hereafter have to the laying of venue of any Proceeding arising out of or relating to this Agreement brought in any court specified in clause (a)(i) hereof, (ii) waives any claim that any such Proceeding brought in any such court has been an inconvenient forum and (iii) agrees not to plead or claim either of the foregoing.

7. Counterparts. This Assignment may be executed in one or more counterparts, all of which taken together shall be considered one and the same instrument. Copies of executed counterparts transmitted by PDF or other electronic form shall be considered executed counterparts for purposes of this Section 7.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

SOUL TRAIN HOLDINGS, LLC:

By: J-AT
Name: Jerome Letter
Title: Authorized Signatory

[Signature Page to Trademark Assignment Agreement]

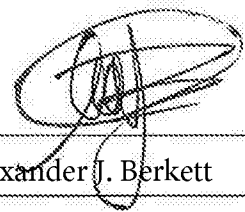
ASSIGNEE:

BET ST LLC:

By: _____

Name: Alexander J. Berkett

Title: Senior Vice President






[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Assigned Trademarks

U.S. Federal Trademark Registrations and Applications

Mark	Application No. / Application Date	Registration No. / Registration Date
 SOUL TRAIN MUSIC AWARDS	74667076 April 28, 1995	2088544 August 19, 1997
 (Design Only)	74667096 April 28, 1995	2078341 July 15, 1997
 SOUL TRAIN	74279155 May 28, 1992	1748988 January 26, 1993
SOUL TRAIN	72390020 April 23, 1971	0938310 July 18, 1972
LOVE, PEACE & SOUL	77742965 May 22, 2009	4309334 March 26, 2013

[Exhibit A to Trademark Assignment Agreement]