

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alta K. Tseng		10/24/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Lifetime Entertainment Services, LLC		
Street Address:	235 East 45th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3027369	FEMPIRE	
Registration Number:	3314135	FEMPIRE	
Registration Number:	3604295	FEMPIRE	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<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:	212-768-5367		
Email:	trademarks.us@dentons.com,ian.farias@dentons.com		
Correspondent Name:	Monica B. Richman, Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
NAME OF SUBMITTER:	Monica B. Richman		
SIGNATURE:	/monica b. richman/		
DATE SIGNED:	11/02/2016		
Total Attachments: 5			
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OP \$90.00 3027369

EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), effective as of the 24th of October, 2016 (the "Effective Date"), is made by Alta Tseng and Jessica Corbin, who both may be contacted through their counsel The Law Offices of Billy Chan, 22 Battery St., Suite 401, San Francisco, CA 94111 (collectively "Assignors"), and Lifetime Entertainment Services, LLC, a wholly-owned subsidiary of A&E Television Networks, LLC, a Delaware limited liability company, with an address at 235 E 45th St., New York, NY 10017 (the "Assignee"). Assignors and Assignee may each be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Assignors are the owner of all right, title, and interest in and to the FEMPIRE trademarks and service marks (the "Marks") for use for and in connection with various goods and services;

WHEREAS, Tseng is the owner of the following U.S. Registrations ("the Registrations") for the Marks:

Reg. No.	Word Mark	Goods or Services
3,027,369	FEMPIRE	clothing, namely, t-shirts, tank tops, shirts, shorts, skirts, pants, dresses, tube tops, sweatshirts, sweatpants, jeans, jackets, sandals, socks, visors, swimwear, bras, thongs, bikinis, camisoles, shoes.
3,314,135	FEMPIRE	Hosting of digital content on the internet; providing customized on-line web pages featuring user-defined information.
3,604,295	FEMPIRE	Entertainment services, namely, film, motion picture, television, animation, video, digital video and audio recording, production and distribution services; theater, lighting, and event production services.

WHEREAS, Assignee wishes to obtain all of Assignors' right, title, and interest in and to the Marks;

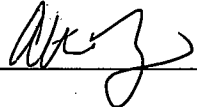
NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. (a) Assignors agree to assign and hereby do assign, transfer, grant, pledge, sell, and convey to Assignee: (i) all Assignors' worldwide right, title and interest in and to the Marks, including all rights in the Marks arising by federal registration and common law, including all rights in logos, scripts, and trade dress associated with the Marks, along with all goodwill associated with the Marks; (ii) all Assignors' right, title and interest in and to the above listed Registrations and any and all other registrations for the Marks; (iii) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (iv) all income, royalties, and damages that become due or payable to Assignors with respect to the Marks, including damages and payments for past or future infringements and misappropriations of the Marks. (b) In addition to the foregoing, Alta Tseng also agrees to assign and hereby does assign, transfer, grant, pledge, sell, and convey to Assignee all of Tseng's rights in the Registrations, including all goodwill associated therewith.
2. Assignors agree and covenant to sign and deliver to Assignee any and all further papers and do any and all further acts reasonably necessary to document and/or effectuate, confirm, or evidence this assignment or any part or aspect thereof and to fully vest in Assignee all right, title, and interest in and to the Marks and Registrations.

3. Assignors covenant with Assignee, its successors, assigns and legal representatives, that Assignors have not entered into and will not enter into any Agreement, express or implied, for the further conveyance, transfer, assignment, grant, promise, pledge, or lien, affecting or pertaining to the rights, interests, or properties herein conveyed, and that the full, complete, unencumbered, unrestricted, and unlimited right to assign, transfer, convey, or otherwise dispose of the same has been and is now possessed by Assignors.

IN WITNESS THEREOF, the Parties hereto, with the intent to be legally bound hereby, have caused this Assignment to be duly executed as of the date set forth below each party's signature.

ALTA TSENG



Date: 10/24/16

JESSICA CORBIN

Date: _____

Lifetime Entertainment Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

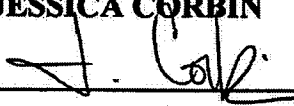
3. Assignors covenant with Assignee, its successors, assigns and legal representatives, that Assignors have not entered into and will not enter into any Agreement, express or implied, for the further conveyance, transfer, assignment, grant, promise, pledge, or lien, affecting or pertaining to the rights, interests, or properties herein conveyed, and that the full, complete, unencumbered, unrestricted, and unlimited right to assign, transfer, convey, or otherwise dispose of the same has been and is now possessed by Assignors.

IN WITNESS THEREOF, the Parties hereto, with the intent to be legally bound hereby, have caused this Assignment to be duly executed as of the date set forth below each party's signature.

ALTA TSENG

Date: _____

JESSICA CORBIN



Date: 10/24/16

Lifetime Entertainment Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

3. Assignors covenant with Assignee, its successors, assigns and legal representatives, that Assignors have not entered into and will not enter into any Agreement, express or implied, for the further conveyance, transfer, assignment, grant, promise, pledge, or lien, affecting or pertaining to the rights, interests, or properties herein conveyed, and that the full, complete, unencumbered, unrestricted, and unlimited right to assign, transfer, convey, or otherwise dispose of the same has been and is now possessed by Assignors.

IN WITNESS THEREOF, the Parties hereto, with the intent to be legally bound hereby, have caused this Assignment to be duly executed as of the date set forth below each party's signature.

ALTA TSENG

JESSICA CORBIN

Date: _____

Date: _____

Lifetime Entertainment Services, LLC

By:  _____

Name: **Henry S. Hoberman**

Title: **Executive Vice President &**

General Counsel

Date: **10/24/16**