

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418304

|   |  |                       |                            |
|---|--|-----------------------|----------------------------|
| <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>         |
| The Tennis Media Co.LLC   |  | 03/01/2017            | Limited Liability Company: |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                            |
| <b>Name:</b>  | The Tennis Channel, Inc.                           |                       |                            |
| <b>Street Address:</b>  | 2850 Ocean Park Blvd.,                             |                       |                            |
| <b>Internal Address:</b>  | Suite 150  |                       |                            |
| <b>City:</b>  | Santa Monica                                       |                       |                            |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                            |
| <b>Postal Code:</b>   | 90405  |                       |                            |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                            |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |                            |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                            |
| <b>Registration Number:</b>   | 1477625  | TENNIS                |                            |
| <b>Registration Number:</b>   | 2226886  | TENNIS.COM            |                            |
| <b>Registration Number:</b>   | 3563487  | TENNIS                |                            |
| <b>Registration Number:</b>   | 3801634  | TENNIS.COM            |                            |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                            |
| <b>Fax Number:</b>  | 4439272112   |                       |                            |
| <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>   | 4439272112   |                       |                            |
| <b>Email:</b>   | mnsfor@tandllaw.com                                |                       |                            |
| <b>Correspondent Name:</b>  | Munachi O. Nsofor                                  |                       |                            |
| <b>Address Line 1:</b>  | 100 Light Street,                                  |                       |                            |
| <b>Address Line 2:</b>  | Suite 1100   |                       |                            |
| <b>Address Line 4:</b>  | Baltimore, MARYLAND 21202                          |                       |                            |
| <b>NAME OF SUBMITTER:</b>   | Munachi O. Nsfor                                   |                       |                            |
| <b>SIGNATURE:</b>   | /mon/  |                       |                            |
| <b>DATE SIGNED:</b>   | 03/03/2017   |                       |                            |
| <b>Total Attachments: 5</b>   |  |                       |                            |

OP \$115.00 1477625

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source=Assignment of Intangibles (3.1.7)#page4.tif  
source=Trademarks#page1.tif

## FORM OF ASSIGNMENT OF INTANGIBLES

This **ASSIGNMENT OF INTANGIBLES** ("Assignment Agreement") is made and entered into as of March 1, 2017, by and among The Tennis Media Co. LLC (the "Sellers" or the "Assignor") and The Tennis Channel, Inc. (the "Buyer" or the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of February 17, 2017 (the "Purchase Agreement").

**WHEREAS**, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the Intangible Property; and

**WHEREAS**, Assignor wishes to confirm Assignee's ownership of the Intangible Property and to assign to Assignee all right, title and interest that Assignor may have in and to the Intangible Property, and Assignee has agreed to accept such assignment.

**NOW, THEREFORE**, for valuable consideration furnished by the Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby:

1. Assigns, transfers, sells, conveys, and confirms that it has assigned, transferred, sold and conveyed to the Assignee its entire right, title, and interest in and to the Intangible Property, including all goodwill associated therewith, and 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. Authorizes and requests the relevant authority at the U.S. Patent and Trademark Office, the U.S. Copyright Office, applicable domain name registrars and the empowered officials of all other governments to issue or transfer all Intangible Property to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, or other similar items, to ensure that the Intangible Property are properly assigned to the Assignee, or any assignee or successor thereto.
3. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.

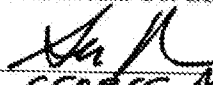
4. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intangible Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
6. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment Agreement as of the date first written above.

**ASSIGNOR:**

The Tennis Media Co. LLC

By:   
Name: GEORGE MALKIN  
Title: CEO

**ASSIGNEE:**

The Tennis Channel, Inc.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment Agreement as of the date first written above.

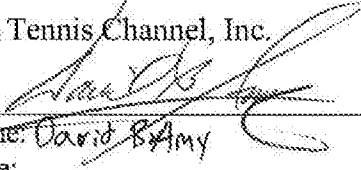
**ASSIGNOR:**

The Tennis Media Co. LLC

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

**ASSIGNEE:**

The Tennis Channel, Inc.

By:   
Name: David B. Amy  
Title:

**Schedule 2.01(d)  
Purchase and Sale**

Copyrights:

None.

Trademarks:

| <b>MARK</b> | <b>REGISTRATION NUMBER</b> | <b>CLASS</b> |
|-------------|----------------------------|--------------|
| Tennis      | 1477625                    | 16           |
| Tennis.com  | 2226886                    | 42           |
| Tennis      | 3563487                    | 40           |
| Tennis.com  | 3801634                    | 38, 39, 41   |

Seller holds common law rights to the following marks: "Tennis Industry Magazine" and "The Tennis Media Co. LLC".

Trade Secrets:

None.

Domains:

Tennis.com  
Tennismagazine.com  
Smashtennismag.com  
Tennismediaco.com  
Tennismediacompany.com  
Tennismediacompany.net  
Tennisindustrymag.com  
Baseline.tennis  
Thetennisco.net  
Tennisbaseline.com  
Tennistuesday.com