

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KSE Outdoor Sportsman Group, LLC		03/03/2017	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	KSE MOTV Holdings, LLC		
Street Address:	1000 Chopper Circle		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80204		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87209002	MYOUTDOORTV	
CORRESPONDENCE DATA			
Fax Number:	3032238096		
<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:	3032231296		
Email:	khigginbotham@bhfs.com		
Correspondent Name:	Kacey L. Higginbotham		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Kacey L. Higginbotham		
SIGNATURE:	/kaceylhigginbotham/		
DATE SIGNED:	03/06/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of March 3, 2017 (the "Effective Date") by KSE Outdoor Sportsman Group, LLC, a Colorado limited liability company, with an address at 1000 Chopper Circle Denver, CO 80204 (the "Assignor") for the benefit of KSE MOTV Holdings, LLC, a Colorado limited liability company, with an address at 1000 Chopper Circle Denver, CO 80204 (the "Assignee").

RECITALS

A. Assignor and Assignee are parties to a Bill of Sale, Assignment of Intangibles and Assumption Agreement, dated as of the date hereof, pursuant to which, among other things, Assignor has agreed to transfer and deliver to Assignee, and Assignee has agreed to receive and assume from Assignor the Trademarks (as defined below).

B. Assignor and Assignee previously executed a Trademark Assignment Agreement, dated January 24, 2017, whereby certain trademarks were transferred and assigned by Assignor to Assignee. The parties now wish to execute this Agreement in order for Assignor to transfer the Trademarks (as defined below) to Assignee.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and intent to use trademark applications set forth on Schedule 1 hereto (the "Trademarks"), together with that portion of Assignor's business in connection with which it uses, or has an intent to use, the Trademarks and the goodwill of the business symbolized by the Trademarks.

2. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Trademarks and shall take no actions jeopardizing the existence or enforceability of the Trademarks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Trademarks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

3. Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Agreement and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other

lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. The construction and performance of this Agreement shall be governed by the laws of the State of Colorado without regard to its principles of conflict of law.

5. This Assignment Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior or contemporaneous understandings, agreements or representations concerning the subject matter hereof. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. Each of the parties hereto agrees that copies of the signature pages of this Agreement sent by email, whether sent to the other party hereto or to such other party's counsel, shall be deemed definitively executed and delivered, and with the same force and effect as if manually signed and delivered, for all purposes whatsoever.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have signed this Trademark Assignment Agreement as of the Effective Date set forth above.

ASSIGNOR:

**KSE OUTDOOR SPORTSMAN GROUP,
LLC**

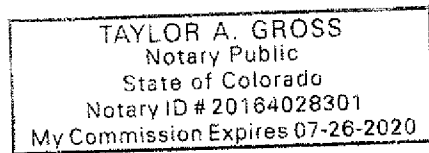
By: Matthew M. Hutchings
Name: Matthew M. Hutchings
Title: President and Chief Executive Officer

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

On March 2, 2017, before me, Taylor A. Gross, Notary Public, personally appeared Matthew M. Hutchings, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Taylor A. Gross
Notary Public



ASSIGNEE:

KSE MOTV HOLDINGS, LLC

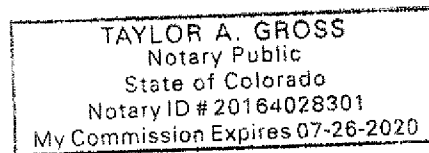
By: Matthew M. Hutchings
Name: Matthew M. Hutchings
Title: Executive Vice President and Chief
Operating Officer

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

On March 2, 2017, before me, Taylor A. Gross, Notary Public, personally appeared Matthew M. Hutchings, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Taylor A. Gross
Notary Public



[Signature Page to Trademark Assignment Agreement]

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TRADEMARK
REEL: 006001 FRAME: 0824

EXHIBIT A

SCHEDULE OF TRADEMARKS

US Registered Trademarks

Mark	U.S. Serial No.
MYOUTDOORTV	87209002

Internationally Registered Trademarks

None.