OP \$40.00 2282455

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM447725

SUBMISSION TYPE: NEV	NEW ASSIGNMENT			
NATURE OF CONVEYANCE: ASS	SIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Motor Trend Auto Shows, LLC	rend Auto Shows, LLC		Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Name:	Extreme Ventures, LLC			
Street Address:	ss: 850 Third Avenue			
City:	New York			
State/Country: NEW YORK				
Postal Code:	10022			
Entity Type:	Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2282455	ENTER HERE

CORRESPONDENCE DATA

Fax Number:

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: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Stephen Grove
SIGNATURE:	/Stephen Grove/
DATE SIGNED:	10/18/2017

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.				
Name of conveying party(ies): Motor Trend Auto Shows, LLC	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No				
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State: ☐ Other limited liability company Citizenship (see guidelines) Delaware Additional names of conveying parties attached? ☐ Yes ☒ No 3. Nature of conveyance/Execution Date(s): Execution Date(s) 9/25/2017 ☒ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name	Name: Extreme Ventures, LLC Street Address: 850 Third Avenue City: New York State: New York Country: USA Zip: 10022 Individual(s) Citizenship Association Citizenship Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other LLC Citizenship Delaware If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No				
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) See attached Schedule A C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) 2282455 Additional sheet(s) attached? Yes No				
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Latham & Watkins LLP c/o Angela M. Amaru	6. Total number of applications and registrations involved:				
Internal Address: Suite 1000	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$				
Street Address: 885 Third Avenue	☐ Authorized to be charged to deposit account☐ Enclosed				
City: New York	8. Payment Information:				
State: N.Y. Zip: 10022					
Phone Number: 212-906-1216 Docket Number: 054792-0008 Email Address: angela.amaru@lw.com	Deposit Account Number Authorized User Name				
9. Signature:	10/17/2016				
Signature Stephen Grove Name of Person Signing	Date Total number of pages including cover sheet, attachments, and document:				

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 006185 FRAME: 0109

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of September 25, 2017 by and between Motor Trend Auto Shows, LLC, a Delaware limited liability company, having a place of business at 831 South Douglas Street, El Segundo CA 90245 ("ASSIGNOR") and Extreme Ventures, LLC, a Delaware limited liability company, having a place of business at 850 Third Avenue, New York, New York 10022 ("ASSIGNEE").

WHEREAS, ASSIGNOR owns all right, title, and interest in, under, and to the trademarks listed on the attached <u>Schedule A</u>, including the registrations and applications therefore (hereinafter, the "<u>Trademarks</u>");

WHEREAS, ASSIGNOR, ASSIGNEE, Discovery Communications, LLC and certain other parties have entered into that certain Contribution Agreement, dated as of August 3, 2017, pursuant to which ASSIGNOR agreed to convey, transfer, assign and deliver to ASSIGNEE all of ASSIGNOR's right, title and interest in, under and to the Trademarks;

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

- ASSIGNOR hereby conveys, transfers, assigns and delivers to ASSIGNEE all right, title
 and interest in, under, and to the Trademarks, including all goodwill associated therewith,
 any and all common law rights thereof, any and all registrations and applications relating
 thereto and any renewals thereof, and the right to bring suit and recover damages for past,
 present, and future infringement, dilution, misappropriation, violation, unlawful imitation
 or breach thereof, and all rights of priority and protection of interests therein under the laws
 of any jurisdiction.
- 2. From time to time, if necessary, each of the parties hereto shall execute and deliver all such further assignments or other instruments of conveyance and transfer as the other party may reasonably request to accomplish and record this Trademark Assignment.
- 3. ASSIGNOR authorizes the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable country outside the United States, to record this Trademark Assignment and the ASSIGNEE as the assignee and owner of any and all of ASSIGNOR's rights in the Trademarks.
- 4. This Trademark Assignment shall be binding upon the parties and their respective successors and assigns.
- 5. This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to any applicable conflicts of law rules or principles that would otherwise cause the application of laws of another jurisdiction.

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6. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. For purposes of this Trademark Assignment, signatures delivered by email in portable document format (PDF) shall be accepted and binding as original signatures for all purposes.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first set forth above.

ASSIGNOR:

Motor Trend Auto Shows, LLC

Name: Scott Dickey
Title: Chief Executive Officer

ASSIGNEE:

Extreme Ventures, LLC

By:

Name:

MATTHEW CHUN

Title:

CEO

SCHEDULE A

Mark:	Mark: ENTER HERE Design							
<u>1D</u>	Country	<u>Classes</u>	Reg.	<u>App. #</u>	App. Dt	Reg. #	Reg. Dt	<u>Status</u>
133392	United States	035	Owner Motor Trend Auto Shows, LLC	75/282036	4/25/1997	2282455	10/5/1999	REGISTERED

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RECORDED: 10/18/2017

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