

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463179

<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>
LMNO Cable Group, Inc.		02/16/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Discovery Communications, LLC		
<b>Street Address:</b>	One Discovery Place		
<b>City:</b>	Silver Spring		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20910		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4774145	THE LITTLE COUPLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028576395		
<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>	2028576000		
<b>Email:</b>	tmdocket@arentfox.com		
<b>Correspondent Name:</b>	Matthew R. Mills		
<b>Address Line 1:</b>	1717 K Street, NW		
<b>Address Line 2:</b>	Arent Fox LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006-5344		
<b>NAME OF SUBMITTER:</b>	Matthew R. Mills		
<b>SIGNATURE:</b>	/Matthew R. Mills/		
<b>DATE SIGNED:</b>	02/23/2018		
<b>Total Attachments: 4</b>			
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OP \$40.00 4774145

## U.S. TRADEMARK ASSIGNMENT AGREEMENT

THIS U.S. TRADEMARK ASSIGNMENT AGREEMENT (this "U.S. Assignment"), dated and effective as of February 16, 2018, is entered into by and between LMNO Cable Group, Inc., a California corporation (the "Assignor"), and Discovery Communications, LLC, a Delaware limited liability company (the "Assignee") pursuant to a Settlement Agreement between Assignor, LMNO Entertainment Group, LLC, and their affiliates, on the one hand, and Assignee, on the other hand, dated as of February 16, 2018 (the "Settlement Agreement").

**WHEREAS**, pursuant to the Settlement Agreement, Assignor agreed to, among other things, sell, transfer, assign, convey, and deliver to Assignee all of Assignor's right, title and interest in and to all Intellectual Property used or held for use in or necessary for the operation of the Business, including the trademarks and/or pending applications for registration of trademarks set forth on Schedule A hereto (collectively, the "Assigned U.S. Trademarks"); and

**WHEREAS**, the parties wish to record such assignment with the appropriate governmental entities; and

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants, and agreements contained herein and in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby irrevocably sell, transfer, convey, assign, grant, set over, and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned U.S. Trademarks, and all goodwill associated therewith, throughout the world, free and clear of all liens, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this U.S. Assignment had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present or future infringement, of the Assigned U.S. Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.
2. Assignor represents, warrants, and covenants that it is the sole and exclusive owner of all right, title and interest in and to the Assigned U.S. Trademark Registrations, the execution and delivery of this U.S. Assignment does not breach any agreement to which Assignor is a party, and Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this U.S. Assignment.
3. As may be requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees, or other legal representatives, in a commercially reasonable manner, at

Assignee's expense, to (i) evidence, record, and perfect the assignment of the Assigned U.S. Trademarks, and (ii) secure Assignee's rights in the Assigned U.S. Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned U.S. Trademarks.

4. Assignor hereby authorizes and requests the United States Patent and Trademark Office to issue, certify or assign as appropriate, the registrations or applications for trademarks or service marks to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this U.S. Assignment.
  
5. This U.S. Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned U.S. Trademarks. All questions concerning the construction, validity and interpretation of this U.S. Assignment and the performance of the obligations imposed by this U.S. Assignment shall be governed by, and construed in accordance with, the laws of the State of California without regard to the choice of law principles thereof. This U.S. Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this U.S. Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this U.S. Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding. No waiver, modification or change of any of the provisions of this U.S. Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced. No failure by any party to exercise, or delay in exercising, any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or any other right, power or remedy.

[SIGNATURE PAGE FOLLOWS]

U.S. TRADEMARK ASSIGNMENT AGREEMENT

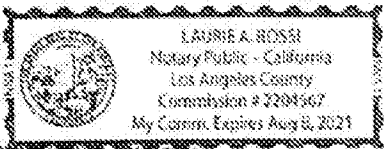
IN WITNESS WHEREOF, Assignor has duly executed and delivered this U.S. Trademark Assignment as of the date first written above.

AGREED AND ACCEPTED AS OF Feb. 19, 2018:

LMNO Cable Group, Inc.  
By: [Signature]  
Name: ERIC SCHOTZ  
Title: PRESIDENT - CEO

STATE OF California )  
 )  
 )  
COUNTY OF Los Angeles )  
 )  
 )

On the 19th day of February, 2018, before me personally appeared Eric Schotz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of LMNO Cable Group, Inc., the corporation described, and acknowledged the instrument to be the free act and deed of LMNO Cable Group, Inc., for the uses and purposes mentioned in the instrument.



Laurie A. Rossi  
Notary Public  
Printed Name: Laurie A. Rossi

My Commission Expires: \_\_\_\_\_

AGREED AND ACCEPTED AS OF Feb. 20, 2018:

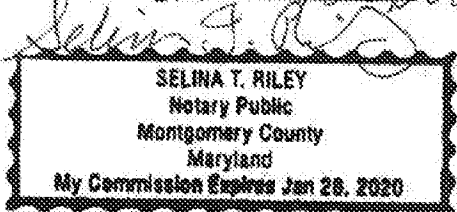
Discovery Communications, LLC  
By: [Signature]  
Name: Savalle Sims  
Title: SVP & General Counsel

STATE OF Maryland )  
 )  
 )  
COUNTY OF Montgomery )  
 )  
 )

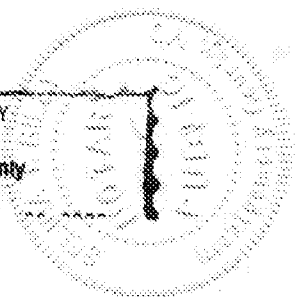
On the 20 day of February, 2018, before me personally appeared Savalle Sims, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the SVP, GC of Discovery Communications, LLC, the corporation described, and acknowledged the instrument to be the free act and deed of Discovery Communications, LLC, for the uses and purposes mentioned in the instrument.

Selina T. Riley  
Notary Public  
Printed Name: \_\_\_\_\_

My Commission Expires: January 28, 2020



SELINA T. RILEY  
Notary Public  
Montgomery County  
Maryland



**Schedule A**

**Assigned U.S. Trademarks**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Status</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Owner</u></b>
THE LITTLE COUPLE	United States	Registered	July 3, 2014	July 14, 2015	4774145	LMNO Cable Group, Inc.