

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSNBC Marks Trust		07/13/2012	Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	MSNBC CABLE L.L.C.		
Street Address:	30 Rockefeller Plaza		
City:	New York City		
State/Country:	NEW YORK		
Postal Code:	10112		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75291924	MSNBC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8187776260		
Email:	chris.perkins@nbcuni.com		
Correspondent Name:	David Hazlehurst		
Address Line 1:	100 Universal City Plaza		
Address Line 2:	Bldg. 1280; 6th Floor		
Address Line 4:	Universal City, CALIFORNIA 91608		
ATTORNEY DOCKET NUMBER:	5120.117177 MSNBC		
NAME OF SUBMITTER:	David B. Hazlehurst		
SIGNATURE:	/david b hazlehurst/		
DATE SIGNED:	03/12/2018		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of July 13, 2012 (the "Effective Date"), by and between MSNBC Marks Trust, a Delaware statutory trust ("Assignor" or "Trust"), MSNBC Cable L.L.C., a Delaware limited liability company ("Assignee" or "CJV"), and, solely for the purposes of Section 3, Microsoft Corporation, a Washington corporation ("MS") and NBCUniversal Media, LLC, a Delaware limited liability company (f/k/a NBC Universal, Inc., a Delaware corporation) ("NBCU").

WHEREAS, pursuant to that certain Trust Agreement, dated as of April 6, 2006 (the "Trust Agreement"), the Trust was established by CJV, for the purposes of owning, registering and maintaining the MSNBC Marks (as defined below);

WHEREAS, pursuant to that certain Purchase Agreement, dated as of the Effective Date, by and between MS, Microsoft I, LLC, a Delaware limited liability company, NBCU and NBC Desktop, LLC, a Delaware limited liability company (the "Purchase Agreement"), MS and NBCU wish to dissolve the Trust and to enter into this Assignment;

WHEREAS, Assignor is the owner of the trademark rights in the MSNBC name, wordmark and logo, including the trademark registrations and trademark applications set forth on Schedule A hereto (collectively, the "MSNBC Marks"); and

WHEREAS, Assignor wishes to transfer and assign all right, title and interest in and to the MSNBC Marks to Assignee in accordance with the terms and conditions of the Purchase Agreement and this Assignment.

NOW THEREFORE, in consideration of the mutual promises herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. *Assignment.* Assignor hereby sells, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the MSNBC Marks, including (i) all rights therein provided by international conventions or treaties, (ii) any and all goodwill of the business symbolized by the MSNBC Marks, (iii) all renewals and extensions of registrations thereof that may be secured under the laws of any jurisdiction, and (iv) any and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, dilution, misappropriation, or other violation thereof, and rights of priority and protection of interests therein under the laws of any jurisdiction.

2. *No Warranties.* Assignor makes no warranties, express or implied, with respect to the MSNBC Marks.

3. *Consent; Further Assurances.* Assignor shall take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the MSNBC Marks, and shall not enter into any agreement in conflict with this Assignment. MS and NBCU consent to the assignment of the MSNBC Marks to Assignee as provided in this Assignment and shall take all reasonable actions and execute all documents necessary to record and perfect the interest of Assignee in and to the MSNBC Marks. The costs and expenses incurred by Assignor in order to comply with this Section 3 shall be borne by NBCU.

4. *Governing Law.* This Assignment shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

5. *Counterparts.* This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(Signature page follows.)

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

MSNBC MARKS TRUST

By: _____

Name: Anna Kuzmik Sampas
Title: NBCU designated
Administrative Trustee

By: _____

Name: John Nicol
Title: MS designated
Administrative Trustee

MSNBC CABLE L.L.C.

By: _____

Name: Robert S. Pick
Title: Senior Vice President,
Corporate Development

**NBCUNIVERSAL MEDIA, LLC (solely
for the purposes of Section 3)**

By: _____

Name: Robert S. Pick
Title: Senior Vice President,
Corporate Development

**MICROSOFT CORPORATION (solely
for the purposes of Section 3)**

By: _____

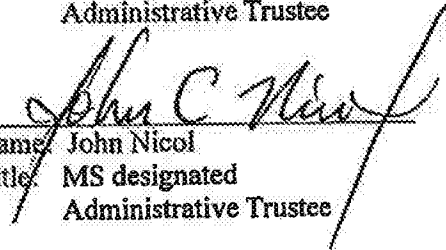
Name: Keith R. Dolliver
Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

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for the purposes of Section 3)**

By: 

Name: Keith R. Bolliver
Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

Schedule A

Registrations	Country	Status	Application Number	Registration Number
MSNBC	Mexico	RENEWED (REGISTERED)	392887	675774
MSNBC	Mexico	RENEWED (REGISTERED)	392886	674677
MSNBC	Mexico	RENEWED (REGISTERED)	392888	675775
MSNBC	Mexico	REGISTERED	392885	728198
MSNBC	Argentina	REGISTRATION (REGISTERED)	3050407	2459540
MSNBC	Argentina	REGISTRATION (REGISTERED)	3050408	2459541
MSNBC	Argentina	REGISTRATION (REGISTERED)	3050409	2459542
MSNBC	Argentina	REGISTRATION (REGISTERED)	3050410	2459543
MSNBC	Brazil	REGISTRATION (REGISTERED)	821900803	821900803
MSNBC	Brazil	REGISTRATION (REGISTERED)	821900790	821900790
MSNBC	Brazil	REGISTRATION (REGISTERED)	821900811	821900811
MSNBC	Brazil	REGISTRATION (REGISTERED)	821900820	821900820
MSNBC	Community Trademarks	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Austria	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Benelux	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Cyprus	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Czech Republic	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Denmark	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Estonia	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Finland	REGISTRATION (REGISTERED)	646828	646828
MSNBC	France	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Germany	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Greece	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Hungary	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Ireland	REGISTRATION (REGISTERED)	646828	646828

MSNBC	Italy	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Jersey	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Jersey	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Latvia	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Lithuania	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Malta	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Poland	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Portugal	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Slovakia	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Slovenia	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Spain	REGISTRATION (REGISTERED)	646828	646828
MSNBC	Sweden	REGISTRATION (REGISTERED)	646828	646828
MSNBC	United Kingdom	REGISTRATION (REGISTERED)	646828	646828
MSNBC	India	REGISTRATION (REGISTERED)	869402	
MSNBC	Canada	REGISTERED	1029087	TMA609062
MSNBC	U.S. Federal	RENEWED (REGISTERED)	75291924	2142865
MSNBC	U.S. Federal	RENEWED (REGISTERED)	75291928	2139260
MSNBC	U.S. Federal	RENEWED (REGISTERED)	75292032	2139263
MSNBC	U.S. Federal	RENEWED (REGISTERED)	75292033	2227255
MSNBC (& design in color)	U.S. Federal	RENEWED (REGISTERED)	75291955	2193393
MSNBC (& design in black and white)	U.S. Federal	RENEWED (REGISTERED)	75291914	2193388
MSNBC (& design in black and white)	U.S. Federal	RENEWED (REGISTERED)	75291583	2195095
MSNBC	U.S. Federal	RENEWED (REGISTERED)	75291584	2141118
MSNBC (& design in color)	U.S. Federal	RENEWED (REGISTERED)	75291913	2193387
MSNBC	U.S. Federal	RENEWED (REGISTERED)	75291915	2149482
MSNBC (& design in color)	U.S. Federal	RENEWED (REGISTERED)	75291922	2195098
MSNBC (& design in black and white)	U.S. Federal	RENEWED (REGISTERED)	75291923	2193389

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MSNBC (& design in black and white)	U.S. Federal	RENEWED (REGISTERED)	75291925	2193390
MSNBC	U.S. Federal	RENEWED (REGISTERED)	75291926	2230013
MSNBC (& design in color)	U.S. Federal	RENEWED (REGISTERED)	75291927	2193391
MSNBC (& design in black and white)	U.S. Federal	RENEWED (REGISTERED)	75291954	2193392
MSNBC (& design in black and white)	U.S. Federal	RENEWED (REGISTERED)	75291956	2193394
MSNBC	U.S. Federal	RENEWED (REGISTERED)	75291957	2139261
MSNBC (& design in color)	U.S. Federal	RENEWED (REGISTERED)	75292019	2193395
MSNBC (& design in color)	U.S. Federal	RENEWED (REGISTERED)	75292029	2195100
MSNBC (& design in black and white)	U.S. Federal	RENEWED (REGISTERED)	75292030	2193396
MSNBC (& design in color)	U.S. Federal	RENEWED (REGISTERED)	75292031	2193397
MSNBC (& design in black and white)	U.S. Federal	RENEWED (REGISTERED)	75292034	2193398
MSNBC (& design in color)	U.S. Federal	RENEWED (REGISTERED)	75292035	2218256
MSNBC	U.S. Federal	REGISTRATION (REGISTERED)	75291918	2471813
MSNBC (& design in black and white)	U.S. Federal	REGISTRATION (REGISTERED)	75291917	2480206
MSNBC (& design in color)	U.S. Federal	REGISTRATION (REGISTERED)	75291916	2480205
MSNBC	China	REGISTRATION (REGISTERED)	1455396	1455396
MSNBC	China	REGISTRATION (REGISTERED)	1459962	1459962
MSNBC	China	REGISTRATION (REGISTERED)	1459525	1459525
MSNBC	China	REGISTRATION (REGISTERED)	1505822	1505822
MSNBC	Hong Kong	REGISTRATION (REGISTERED)	1098799	10843/2001
MSNBC	Hong Kong	REGISTRATION (REGISTERED)	1098899	7634/2000
MSNBC	Hong Kong	REGISTRATION (REGISTERED)	1098999	7635/2000
MSNBC	Hong Kong	REGISTRATION (REGISTERED)	1099099	16690/2000
MSNBC	Japan	REGISTRATION (REGISTERED)	4490223	11071620
MSNBC	Taiwan	REGISTRATION	088037787	00945715
MSNBC	Taiwan	REGISTRATION	088037789	00129268
MSNBC	Taiwan	REGISTRATION	088037788	00130616
MSNBC	Taiwan	REGISTRATION	088037786	00126479
MSNBC	Australia	REGISTRATION	802318	802318

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