# OP \$90.00 4700276

ETAS ID: TM469795

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

### **CONVEYING PARTY DATA**

**NATURE OF CONVEYANCE:** 

Name	Formerly	Execution Date	Entity Type
TEN: The Enthusiast Network Magazines, LLC		09/25/2017	Limited Liability Company: DELAWARE

ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **RECEIVING PARTY DATA**

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

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4700276	CAR CRAFT SUMMER NATIONALS
Serial Number:	87616692	HOT ROD GARAGE
Serial Number:	85137616	INTELLICHOICE AUTO BUYING PROGRAM

### **CORRESPONDENCE DATA**

**Fax Number:** 2028576395

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.

**Phone:** 202.715.8582

**Email:** elizabeth.valenciano@arentfox.com

Correspondent Name: Matthew R. Mills
Address Line 1: 1717 K Street, NW
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	039134.00002
NAME OF SUBMITTER:	Matthew R. Mills
SIGNATURE:	/mrm/
DATE SIGNED:	04/13/2018

## **Total Attachments: 4**

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### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>") is entered into as of September 25, 2017 by and between TEN: The Enthusiast Network Magazines, LLC a Delaware limited liability company, having a place of business at 831 South Douglas Street, El Segundo CA 90245("<u>ASSIGNOR</u>") and Motor Trend Group, LLC (formerly known as Extreme Ventures, LLC), a Delaware limited liability company, having a place of business at 850 Third Avenue, New York, New York 10022 ("<u>ASSIGNEE</u>").

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:

- 1. 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.

TRADEMARK REEL: 006313 FRAME: 0256 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]

TRADEMARK REEL: 006313 FRAME: 0257 IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first set forth above.

# **ASSIGNOR:**

TEN: The Enthusiast Network Magazines, LLC

By: \_\_\_\_\_

Name: Díana R. Malhís

Title: Authorized Signatory

**ASSIGNEE:** 

**Motor Trend Group, LLC** 

By:

Name: Diana R. Malhis

Title: Corporate Counsel

# Schedule A

35	07/24/2012	4180053	09/24/2010	85/137616	United States	INTELLICHOICE AUTO BUYING PROGRAM
11			09/21/2017	87/616692	United States	HOT ROD GARAGE
41	03/10/2015	4700276	12/12/2012	85/800758	United States	CAR CRAFT SUMMER NATIONALS
16	09/01/2003	1055968	06/21/2002	910225580	Taiwan	
16	02/21/2002	808646	09/28/1999	808646	Australia	HOT ROD
International Class	Reg. Date	Reg. No.	App. Date	App. No.	Country	Trademark

TRADEMARK REEL: 006313 FRAME: 0259

**RECORDED: 04/13/2018**