

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506558

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|---|--|-----------------------|--------------------|
| 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 | |
| Registration Number: | 2218256 | MSNBC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8188666339 | | |
| <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> | | | |
| Email: | chris.perkins@nbcuni.com | | |
| Correspondent Name: | Timothy Hance | | |
| Address Line 1: | 100 Universal City Plaza | | |
| Address Line 2: | Bldg. 1280; 6h Floor | | |
| Address Line 4: | Universal City, CALIFORNIA 91608 | | |
| ATTORNEY DOCKET NUMBER: | 5120.117196 | | |
| NAME OF SUBMITTER: | Timothy D. Hance | | |
| SIGNATURE: | /Timothy D Hance/ | | |
| DATE SIGNED: | 01/18/2019 | | |
| Total Attachments: 10 | | | |
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| source=MSNBC Marks Trust to MSNBC Cable LLC#page2.tif | | | |
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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: _____

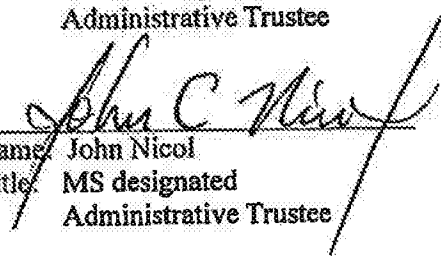
Name: Keith R. Dolliver
Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

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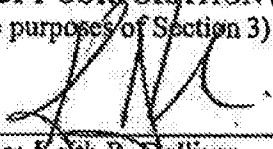
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By: 
Name: Keith R. Bolliver
Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

Schedule A

| Trademarks | 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 |

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|-------------------------------------|----------------|------------------------------|----------|-----------|
| 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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