

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577689

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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 |
| Estrella Television LLC | | 02/06/2020 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Estrella Media, Inc. | | |
| Street Address: | 1845 Empire Avenue | | |
| City: | Burbank | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91504 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3464395 | ALARMA TV | |
| Registration Number: | 5306743 | ESTRELLATV | |
| Registration Number: | 4686219 | LA RAZA TV | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3102774730 | | |
| <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: | 3105519306 | | |
| Email: | jarciniega@mwe.com | | |
| Correspondent Name: | Jorge Arciniega, McDermott Will & Emery | | |
| Address Line 1: | 2049 Century Park East, Suite 3200 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067-3206 | | |
| ATTORNEY DOCKET NUMBER: | 110471.11 | | |
| NAME OF SUBMITTER: | Jorge Arciniega | | |
| SIGNATURE: | /Jorge Arciniega/ | | |
| DATE SIGNED: | 05/21/2020 | | |
| Total Attachments: 3 | | | |
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| source=ESTRELLA TELEVISION LLC ASSIGNMENT - THREE MARKS#page2.tif | | | |

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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "**Agreement**"), dated as of February 6, 2020 (the "**Effective Date**"), is entered into by and between **Estrella Television LLC**, a California limited liability company, with an address at 1845 Empire Avenue, Burbank, California 91504 (the "**Assignor**"), and **Estrella Media, Inc.**, a California corporation, with an address at 1845 Empire Avenue, Burbank, California 91504 (the "**Assignee**"), with regard to the service marks set forth in Exhibit A hereto (the "**Marks**").

WHEREAS, Assignor desires to transfer Assignor's entire right, title and interest in and to (i) the Marks, together with all goodwill symbolized thereby, (ii) all U.S. and foreign registrations and applications for registration relating to the Marks, and (iii) all rights to use or make any claims of any past, present or future infringement, misappropriation or unauthorized use of any of the foregoing rights and the right to all income, royalties, damages and payments that are now or may hereafter become due or payable with respect to any of the foregoing rights, including (without limitation) damages for past, present or future infringement, misappropriation or unauthorized use thereof (collectively, the "**Trademark Rights**"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark Rights, free and clear of all liens and encumbrances;

NOW, THEREFORE, in consideration of the premises, representations and warranties, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignor hereby represents, warrants and covenants that: (a) Assignor is the record owner of the Trademark Rights, (b) Assignor has not heretofore assigned, licensed in such a manner as would restrict Assignor's right to assign the Marks, or otherwise transferred the Trademark Rights, (c) Assignor has the power and authority to execute and deliver this Agreement, (d) this Agreement has been duly executed and delivered by Assignor and constitutes the legal, valid and binding obligations of Assignor, enforceable against Assignor in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity, and (e) Assignor may lawfully and without violating any obligation to any third party sell, convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Trademark Rights, free and clear of all liens, pledges, security interests, restrictions, prior assignments and claims of any kind or rights owned by any third party.

2. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark Rights (the "**Assignment**"), together with all goodwill symbolized thereby.

3. Assignor shall indemnify, defend, reimburse and hold harmless Assignee from and against the aggregate of all expenses, losses, costs, deficiencies, liabilities, fees, damages, obligations, assessments, judgments, claims, awards, penalties, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent (including without limitation, settlement costs and any legal, accounting and other expenses for investigating or defending any actions or threatened actions), incurred or suffered by Assignee resulting from or arising out of any (a) breach by Assignor of any warranty, representation or covenant set forth herein or (b) legal claim or cause of action involving any of the Trademark Rights that arises out of facts or circumstances that existed prior to the Effective Date.

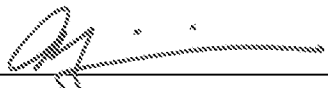
4. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall take any and all steps, and execute, acknowledge and deliver to Assignee any and all instruments and

assurances, necessary or expedient to evidence the transfer of the Trademark Rights to Assignee, to the fullest extent possible. Assignor hereby constitutes and appoints Assignee, Assignor's true and lawful attorney-in-fact, with full power of substitution in its name and stead, but for Assignee's benefit, to take any and all steps, including (without limitation) proceedings at law, in equity or otherwise, and to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient, to vest the Trademark Rights more effectively in Assignee, or to protect the same or to enforce any claim or right of any kind with respect thereto (at Assignor's cost and expense).

5. This Agreement (a) constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements, understandings, contracts, covenants, writings and representations between the parties with respect to such subject matter, (b) may be executed in counterparts, each of which shall be an original, but both of which taken together shall constitute one and the same instrument, (c) may not be modified, amended or supplemented except by written instrument signed by both parties hereto, and (d) shall be governed by and construed in accordance with the laws of the State of California applicable to contracts executed and to be wholly-performed within such State. The rights and obligations of this Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective executors, successors and assigns..

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

ESTRELLA TELEVISION LLC

By: 
Name: Arya Towfighi
Title: SVP, General Counsel

ESTRELLA MEDIA, INC.

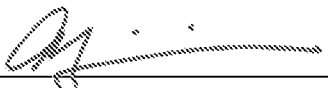
By: 
Name: Arya Towfighi
Title: SVP, General Counsel

Exhibit A

| Mark | Serial Number | Registration Number |
|-------------------|----------------------|----------------------------|
| ALARMA TV | 78908816 | 3464395 |
| ESTRELLATV | 77495040 | 5306743 |
| LA RAZA TV | 76564762 | 4686219 |