

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metro-Goldwyn-Mayer Studios, Inc.		10/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Weather Group Television, LLC		
Street Address:	1925 Century Park East, 10th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4122092	THIS	
Registration Number:	4408927	THIS TV	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	310-282-2000		
Email:	trademarks@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Blvd., Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Aleson Clarke		
SIGNATURE:	/Aleson Clarke/		
DATE SIGNED:	01/11/2021		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”), dated as of October 23, 2020 (the “Effective Date”), is entered into by and between Metro-Goldwyn-Mayer Studios, Inc., a Delaware corporation (the “Assignor”), and Weather Group Television, LLC, a Georgia limited liability company (the “Assignee”). Unless the context otherwise makes clear, capitalized terms used in this Agreement are defined in Article IX of the Asset Purchase Agreement (as defined below). As used hereunder, the term “Parties” means the Assignor and the Assignee, and “Party” means any of the Parties.

RECITALS

WHEREAS, THIS Network LLC, a Delaware limited liability company (“THIS Network”), and MGM Domestic Television Distribution LLC, a Delaware limited liability company (“MGM” and, together with THIS Network, the “Sellers” and, each individually a “Seller”) desire to sell, transfer and assign to the Assignee, and the Assignee desires to acquire and assume from the Sellers, the Purchased Assets and Assumed Liabilities, all as defined and more specifically provided in that certain Asset Purchase Agreement, entered into between the Parties and MGM contemporaneously with the execution of this Agreement (the “Asset Purchase Agreement”); and

WHEREAS, under the term of the Asset Purchase Agreement, the Assignee and Sellers have agreed that those trademarks, service marks, certification marks, trade dress, trade names and logos, corporate names, fictitious business names, domain names, social media accounts and other indicia of origin, including the trademarks, trademark registrations, trademark applications, domain names and social media accounts identified in Exhibit A of this Agreement, which are currently owned by the Assignor, an Affiliate of the Sellers (the “Assigned Trademarks”), will be assigned by the Assignor to the Assignee pursuant to the provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I TRADEMARK ASSIGNMENT

Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor’s entire right, title, and interest worldwide in and to the Assigned Trademarks and (i) all associated goodwill in respect thereof, (ii) all rights of any kind whatsoever of Assignor accruing in respect of the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (iii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademarks, and (iv) any and all claims and causes of action with respect to the Assigned Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

ARTICLE II FURTHER ASSURANCES; POWER OF ATTORNEY

2.1 Further Assurances. Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its

successors in interest, to do all lawful acts which may be required for obtaining the intellectual property rights in the Assigned Trademarks, and to otherwise reasonably aid Assignee or its successors in interest in enforcing intellectual property rights in the Assigned Trademarks, all at the expense of Assignee or its successors in interest.

2.2 Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the Assigned Trademarks and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Assigned Trademarks, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Assigned Trademarks which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

ARTICLE III GENERAL PROVISIONS

3.1 Precedence. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Asset Purchase Agreement regarding any subject matter expressly covered by this Agreement, the former will govern and control.

3.2 Notices. All notices and other communications hereunder shall be in writing and delivered personally or mailed by registered or certified mail, postage prepaid and return receipt requested, or by electronic mail, as follows:

(a) if to the Assignee to:

Weather Group Television, LLC
1925 Century Park East, 10th Floor
Los Angeles, CA 90067
Attention: Mark DeVitre, Executive Vice President and General Counsel
E-mail: mark@es.tv

with a copy (which shall not constitute notice) to:

Stubbs Alderton & Markiles, LLP
15260 Ventura Blvd. – 20th Floor
Sherman Oaks, CA 91403
Attention: Greg Akselrud, Esq.
E-mail: gakselrud@stubbsalderton.com

(b) if to Assignor to:

Metro-Goldwyn-Mayer Studios, Inc.
245 N. Beverly Drive
Beverly Hills, CA 90210-5317
Attention: Lesley Freeman, Chief Legal Officer
E-mail: lfreeman@mgm.com

with a copy (which shall not constitute notice) to:

Squire Patton Boggs (US) LLP
555 South Flower Street, 31st Floor
Los Angeles, California 90071
Attention: Marc Kenny, Esq.
E-mail: marc.kenny@squirepb.com

Each of the above addresses for notice purposes may be changed by providing appropriate notice hereunder. Notice given by personal delivery or registered or certified mail shall be effective upon actual receipt. Notice given by electronic mail shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next normal Business Day after receipt if not received during the recipient's normal business hours.

3.3 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

3.4 Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the greatest extent possible, the economic, business and other purposes of such void or unenforceable provision.

3.5 Successors and Assigns; Assignment; Parties in Interest. This Agreement shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns (if any). Except as otherwise specifically provided herein, no Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties; provided, however, that nothing herein shall prohibit the assignment of the Assignee's rights (but not obligations) to any lender. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than a Party any rights, interests, benefits or other remedies of any nature under or by reason of this Agreement.

3.6 Amendment; Waiver. This Agreement may be amended by the Parties only by execution of an instrument in writing signed by the Purchaser and the Seller. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

3.7 Governing Law; Venue.

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal Laws of the State of Delaware, without giving effect to conflicts of law or choice of law provisions thereof.

(b) Unless otherwise explicitly provided in this Agreement, any action, claim, suit or proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any state or federal court located in the State of California. Each Party (i) expressly and irrevocably consents and submits to the jurisdiction of each such court, and each appellate court located in the State of California, in connection with any such proceeding, (ii) agrees that each such court shall be deemed to be a convenient forum, and (iii) agrees not to assert, by way of motion, as a defense or otherwise, in any such proceeding commenced in any such court, any claim that such Party is not subject personally to the jurisdiction

of such court, that such proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

3.8 Waiver of Jury Trial; Dispute Resolution.

(a) EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.8(a).

(b) Any unresolved controversy or claim arising out of or relating to this Agreement, except as (i) otherwise provided in this Agreement, or (ii) any such controversies or claims arising out of either Party's intellectual property rights for which a provisional remedy or equitable relief is sought, shall be resolved by arbitration in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (available electronically at <https://www.jamsadr.com/rules-comprehensive-arbitration/>) by one arbitrator chosen by the Parties or, if the Parties cannot agree upon an arbitrator, they shall submit to the procedures used by JAMS to choose an arbitrator. The arbitration is to be conducted in Los Angeles, California. The arbitrator shall issue a written award providing the basis of the decision. The Federal Arbitration Act shall apply to the arbitration. Each Party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order, or judgment. Any award, order, or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction. Each Party consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the Central District of California or any court of the State of California having subject matter jurisdiction.

3.9 Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

3.10 Counterparts; Electronic Delivery. This Agreement 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. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page. Any Party that delivers a signature page by facsimile or electronic image transmission shall deliver an original counterpart to any other Party that requests such original counterpart, it being understood and agreed that the failure to deliver any such original counterpart upon request shall not affect the binding nature of the signature page delivered by facsimile or electronic image transmission.

[The remainder of this page has been intentionally left blank.]

[Signature page follows.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNEE:

WEATHER GROUP TELEVISION, LLC

By:  _____
Name: Byron Allen
Title: Chief Executive Officer

ASSIGNOR:

METRO-GOLDWYN-MAYER STUDIOS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNEE:

WEATHER GROUP TELEVISION, LLC

By: _____
Name: Byron Allen
Title: Chief Executive Officer

ASSIGNOR:

METRO-GOLDWYN-MAYER STUDIOS, INC.

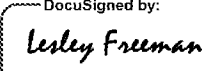
By:  _____
Name: Lesley Freeman
Title: Chief Legal Officer

EXHIBIT A: ASSIGNED TRADEMARKS

Trademarks

Registered Owner	Title	Registration Number	Registration Date	Jurisdiction
Metro-Goldwyn-Mayer Studios, Inc.	THIS	4122092	03-Apr-2012	United States
Metro-Goldwyn-Mayer Studios, Inc.	THIS TV	4408927	01-Oct-2013	United States

Domain Names

ThisTV.com (Wordpress, Pantheon)

Social Media Accounts

1. Twitter: <https://twitter.com/thistv>
2. Facebook: <https://www.facebook.com/thistv/>