

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AT&T Intellectual Property II, L.P.		07/31/2021	Limited Partnership: NEVADA
RECEIVING PARTY DATA			
Name:	DIRECTV, LLC		
Street Address:	2260 East Imperial Hwy.		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5699467	WATCHTV	
Registration Number:	5421247	WE APP'ED LIVE TV	
Registration Number:	3276598	U-VERSE	
Registration Number:	4826212	COUNTRY DEEP	
Registration Number:	4735366	THE U-VERSE REVOLVES AROUND YOU	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	4045326899		
Email:	tadmin@kilpatricktownsend.com, bcraig@kilpatricktownsend.com		
Correspondent Name:	Brittany L. Summers		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	1100 Peachtree Street NE, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	1261176		
NAME OF SUBMITTER:	Beth Craig		
SIGNATURE:	/Beth Craig/		
DATE SIGNED:	08/17/2021		

OP \$140.00 5699467

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of July 31, 2021, is by and between AT&T Intellectual Property II, L.P., a Nevada limited partnership, with its principal business address at 754 Peachtree St., Atlanta, GA 30308 (“Assignor”), and DIRECTV, LLC, a California limited liability company, with its principal business address at 2260 East Imperial Hwy., El Segundo, California 90245 (“Assignee”).

WITNESSETH:

WHEREAS, Assignor is the owner of the trademarks registered in the United States of America as set forth in Exhibit A attached hereto (the “Trademarks”);

WHEREAS, AT&T Services, Inc. (“AT&T”), V HoldCo, LLC, Assignee and TPG VIII Merlin Investment Holdings, L.P., have entered into an Agreement of Contribution and Subscription, dated as of February 25, 2021 (as it may be amended or modified from time to time in accordance with its terms, the “Contribution Agreement”), pursuant to which (i) AT&T has agreed to cause Assignor to convey, assign, transfer and deliver to Assignee, and Assignee has agreed to acquire and accept from Assignor, for the consideration and upon the terms and subject to the conditions set forth in the Contribution Agreement, all of Assignor’s rights, title and interests in, to and under certain assets, including the Trademarks, and (ii) Assignee is the successor to the business of Assignor or that portion thereof to which the Trademarks pertain, which business is ongoing and existing.

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

ARTICLE 1 ASSIGNMENT

1.1 Assignment.

Subject to the terms and conditions of this Agreement, Assignee hereby accepts and Assignor hereby assigns the Trademarks. Assignor hereby conveys, transfers, assigns and delivers to Assignee, free and clear of all encumbrances, all of Assignor’s right, title and interest in and to the Trademarks (the “Assigned Trademarks”), and Assignee hereby accepts from Assignor the contribution, conveyance, transfer, assignment and delivery of, all of Assignor’s right, title and interest in and to the Assigned Trademarks, in each case, together with the goodwill of the business associated with the use of and symbolized by the Trademarks, including without limitation, all common law rights in and to the Assigned Trademarks, registrations and applications therefor, renewals and extensions of registrations that are or may be secured by Assignee, and all claims, causes of action and enforcement rights of any kind, and all rights to sue or otherwise bring actions for past, present or future infringement or other misappropriation or violation of any of the Assigned Trademarks for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives (the “Assignment”). The foregoing

Assignment includes all rights to (i) apply for, file, register, maintain, extend, or renew the Assigned Trademarks, and to transfer same and grant licenses and other rights with respect thereto, and (ii) collect royalties and other payments under or on account of any of the Assigned Trademarks. The Assignment contemplated by this Article 1 shall become effective immediately at 11:56 p.m. Eastern time on July 31, 2021, automatically and without any further action by either party hereto (the “Effective Time”). As of the Effective Time, Assignee shall enjoy all benefit of the Assigned Trademarks and all right of ownership of the Assigned Trademarks, including, without limitation, the right to exploit, use, license and dispose of the Assigned Trademarks and the right to all proceeds of the foregoing, including the right to institute, continue or defend any past, present or future suit or action relating to the Assigned Trademarks and to recover damages for any past, present or future infringement thereof. To that effect, Assignee is subrogated to all Assignor’s rights and actions, in substitution for those of Assignor.

ARTICLE 2 RECORDING AND FURTHER ASSURANCES

2.1 Recording.

The parties hereby authorize and request any official or relevant authority of the United States Patent and Trademark Office to register and record ownership in trademark registrations and applications to record Assignee as the assignee and owner of any and all rights in the Assigned Trademarks. Assignor agrees that this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for any purpose regarding the subject matter hereof.

2.2 Further Assurances.

The parties shall, from time to time, without further consideration, execute, acknowledge, and deliver such further instruments of assignment, transfer, conveyance, assumption or novation and take such other actions as may be reasonably necessary to further the purposes of this Agreement and to confirm the consummation of the transaction contemplated under this Agreement.

ARTICLE 3 MISCELLANEOUS

3.1 Successors and Assigns.

This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. There are no third party beneficiaries to this Agreement.

3.2 Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF NEW YORK.

3.3 Counterparts.

This Agreement may be executed in one or more counterparts which may be delivered by facsimile or as an attachment to an email transmission, each of which shall be considered an original, but all of which together shall be considered one and the same agreement.

3.4 Severability.

The invalidity of any provision or provisions of this Agreement shall not affect the validity of any other provision or provisions of this Agreement, which shall remain in full force and effect.

3.5 Captions.

The captions contained in this Agreement are for reference purposes only and are not part of this Agreement.

3.6 Entire Agreement; Conflicting Terms.

This Agreement and the Contribution Agreement (in each case, including all schedules and exhibits hereto and thereto) contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters. Nothing herein shall be deemed to limit the rights, duties and obligations of the Parties under the Contribution Agreement and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern, supersede and prevail.

3.7 Interpretations.

Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.

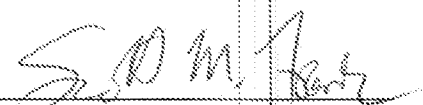
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed on the date first above written.

ASSIGNOR:

AT&T INTELLECTUAL PROPERTY II, L.P.

By: AT&T Intellectual Property, LLC

By: 

Name: Scott M. Frank

Title: Chief Executive Officer and President

ASSIGNEE:

DIRECTV, LLC

By: _____

Name: Jeston B. Dumas

Title: Assistant Treasurer

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed on the date first above written.

ASSIGNOR:

AT&T INTELLECTUAL PROPERTY II, L.P.
By: AT&T Intellectual Property, LLC

By: _____
Name: Scott M. Frank
Title: Chief Executive Officer and President

ASSIGNEE:

DIRECTV, LLC

By: 
Name: Jeston B. Dumas
Title: Assistant Treasurer

EXHIBIT A
Trademarks

Jurisdiction	Trademark	Status	Owner	Status	Filing Date	Serial Number	Registration Date	Registration Number
United States - (US)	WATCHTV	Registered - (RG)	AT&T Intellectual Property II, L.P. - (ATIP2)	Registered - (G)	9/27/2017	87624458	3/12/2019	5699467
United States - (US)	WE APPED LIVE TV	Registered - (RG)	AT&T Intellectual Property II, L.P. - (ATIP2)	Registered - (G)	1/10/2017	87295300	3/13/2018	5421247
United States - (US)	U-VERSE STREAM	Published - (PB)	AT&T Intellectual Property II, L.P. - (ATIP2)	Filed - (F)	10/5/2020	90236236		
United States - (US)	U-VERSE	Registered - (RG)	AT&T Intellectual Property II, L.P. - (ATIP2)	Registered - (G)	2/10/2005	78564900	8/7/2007	3276598
United States - (US)	COUNTRY DEEP	Registered - (RG)	AT&T Intellectual Property II, L.P. - (ATIP2)	Registered - (G)	2/12/2015	86533588	10/6/2015	4826212
United States - (US)	THE U-VERSE REVOLVES AROUND YOU	Registered - (RG)	AT&T Intellectual Property II, L.P. - (ATIP2)	Registered - (G)	11/11/2014	86450510	5/12/2015	4735366
United States - (US)	TOO GOOD FOR YOUR OWN GOOD	Pending - (PN)	AT&T Intellectual Property II, L.P. - (ATIP2)	Filed - (F)	4/21/2021	90661017		
United States - (US)	BEAM IT OR STREAM IT	Pending - (PN)	AT&T Intellectual Property II, L.P. - (ATIP2)	Filed - (F)	4/21/2021	90661004		
United States - (US)	GET YOUR TV TOGETHER	Pending - (PN)	AT&T Intellectual Property II, L.P. - (ATIP2)	Filed - (F)	4/21/2021	90660977		

TRADEMARK