

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758087

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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 |
| Star Television Productions Limited | | 12/15/2021 | Limited Liability Company: VIRGIN ISLANDS, BRITISH |
| RECEIVING PARTY DATA | | | |
| Name: | Disney Enterprises, Inc. | | |
| Street Address: | 500 South Buena Vista Street | | |
| City: | Burbank | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91521 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90349131 | HOTSTAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | trademarks@disney.com | | |
| Correspondent Name: | Charles Steinberg | | |
| Address Line 1: | The Walt Disney company | | |
| Address Line 4: | Burbank, CALIFORNIA 91521 | | |
| ATTORNEY DOCKET NUMBER: | Disney Now | | |
| NAME OF SUBMITTER: | Charles Steinberg | | |
| SIGNATURE: | /Charles Steinberg/ | | |
| DATE SIGNED: | 09/27/2022 | | |
| Total Attachments: 6 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of September 1, 2021 (the "Effective Date"), and entered into by and between Star Television Productions Limited, a British Virgin Islands limited liability company, whose principal place of business office is at Units 2-10, 19/F Bea Tower, Millennium City 5, 418 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong ("STPL" or "Assignor"), and Disney Enterprises, Inc., a Delaware corporation, whose principal place of business is at 500 South Buena Vista Street, Burbank, California, 91521, USA ("DEI" or "Assignee").

WHEREAS, Assignor owns the entire right, title, and interest in and to the trademarks and trademark registrations set forth on Exhibit A and Exhibit B attached hereto (collectively, "the Trademarks" as defined below); and

WHEREAS, Assignee is desirous of acquiring the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor assigns and transfers to Assignee all of Assignor's right, title, and interest to the Trademarks and all of the goodwill symbolized by the Trademarks, and all other rights associated with the Trademarks, including all common law trademark rights and trade name rights, and the right to sue and recover for past, present, and future infringements and other violations of the Trademarks. STPL and DEI agree as follows:

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

(a) "Trademarks" means any and all of the following, and rights in, arising out of, or associated therewith that are owned by STPL as of the Effective Date: trademarks, service marks, trade dress, trade names (including fictitious, assumed and d/b/a names), Internet domain names, URLs, common law trademark rights (including goodwill in the business relating to the Trademarks) and registrations of the foregoing

and applications therefor, in all cases that are: i) STAR-FORMATIVE marks in the territories of Canada and the United States and as set forth on Exhibit A (collectively, the "STAR-FORMATIVE Marks"); ii) HOTSTAR marks throughout the universe other than in the territories of the Indian Subcontinent and as set forth on Exhibit B (collectively, the "HOTSTAR Marks").

(b) "Indian Subcontinent" means India, Nepal, Bhutan, Sri Lanka, Bangladesh, Maldives and Pakistan.

Section 1.02 Assignment. STPL, hereby assigns, transfers, conveys and delivers to DEI, all of STPL' rights, title and interest in and to the Trademarks together with any common law rights and all the goodwill attached to the business relating to the Trademarks. For the avoidance of doubt, the assignment of the Trademarks shall include the right for DEI to bring, oppose, defend or appeal proceedings against any third party in respect of any cause of action arising before, on or after the date of this Agreement in relation to the Trademarks, including the right to sue in respect of every act of infringement or passing off of the Trademarks occurring prior to the date of this Agreement.

Section 1.03 Assumption. DEI hereby accepts such assignment of the rights, title and interest in and to the Trademarks together with any common law rights and all the goodwill attached to the business relating to the Trademarks.

Section 1.04 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.05 Further Actions. Each of the parties hereto agrees to use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable law or otherwise to consummate and make effective this Agreement.

Section 1.06 Third Party Beneficiaries. Nothing contained in this Agreement, expressed or implied, shall confer unto any person other than the parties hereto or their respective successors or assigns any right, obligation, remedy or benefit hereunder.

Section 1.07 No Representations or Warranties. Except as may expressly be set forth herein, (a) neither the parties hereto nor any other person makes any representation or warranty of any kind whatsoever, express or implied, with all respect to the Trademarks and (b) none of the parties hereto or any other person makes any representation or warranty with respect to any information made available in connection with the execution, delivery or performance of this Agreement or the consummation of the assignment and assumption pursuant to this Agreement.

Section 1.08 Amendment. No amendment or modification of this Agreement shall be effective unless it is set forth in writing and signed by all the Parties.

Section 1.09 Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Delaware.

Section 1.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, STPL and DEI have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Assignor:
Star Television Productions Limited

By: 

Name: Kwan Cheung

Title: Director

Date: Dec 15, 2021

Assignee:
Disney Enterprises, Inc.

By: 

Name: Annamma M. Alexander

Title: Vice President

Date: Dec. 7, 2021

EXHIBIT A






| MARK | REG. NO. | REG. DATE |
|--|----------|------------|
| INDIA STARGOLD | 4142372 | 05/15/2012 |
| INDIA STARGOLD | 4142373 | 05/15/2012 |
| INDIA STARGOLD & Device  | 4142375 | 05/15/2012 |
| INDIA STARGOLD & Device  | 4142377 | 05/15/2012 |
| INDIA STARPLUS | 3975738 | 06/07/2011 |
| INDIA STARPLUS | 3975750 | 06/07/2011 |
| INDIA STARPLUS & Device  | 3975737 | 06/07/2011 |
| INDIA STARPLUS & Device  | 3975751 | 06/07/2011 |
| STAR BHARAT & Device (Stacked)  | 5587535 | 10/16/2018 |

EXHIBIT A



| MARK | REG. NO. | REG. DATE |
|---|----------|------------|
| STAR BHARAT & Device (Stacked)  STAR BHARAT | 5587536 | 10/16/2018 |
| Star Device (with White Streak)  | 3303028 | 10/02/2007 |

EXHIBIT B

| MARK | APPLICATION NO. | FILING DATE |
|---------|-----------------|-------------|
| HOTSTAR | 90349131 | 11/30/2020 |