

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TV GUIDE ONLINE HOLDINGS LLC		09/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fandom, Inc.		
Street Address:	130 Sutter St.		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1767448	TV GUIDE	
Registration Number:	2142554	TV GUIDE	
Registration Number:	4349656	TV GUIDE	
Registration Number:	5664783	TV GUIDE	
Registration Number:	5664784	TV GUIDE	
Registration Number:	3006957	TV GUIDE	
Registration Number:	0650942	TV GUIDE	
Registration Number:	2144499	TV GUIDE	
Registration Number:	3193034	TV GUIDE MOBILE	
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>			
Phone:	4153293022		
Email:	olivia@tyzlaw.com		
Correspondent Name:	Olivia M. Clavio		
Address Line 1:	4 Embarcadero Center, Floor 14		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Olivia M. Clavio		

OP \$240.00 1767448

SIGNATURE:	/oclavio/
DATE SIGNED:	11/21/2022
Total Attachments: 7 source=Player One - Trademark Assignment Agreement (Executed)#page1.tif source=Player One - Trademark Assignment Agreement (Executed)#page2.tif source=Player One - Trademark Assignment Agreement (Executed)#page3.tif source=Player One - Trademark Assignment Agreement (Executed)#page4.tif source=Player One - Trademark Assignment Agreement (Executed)#page5.tif source=Player One - Trademark Assignment Agreement (Executed)#page6.tif source=Player One - Trademark Assignment Agreement (Executed)#page21.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment Agreement”) is made and entered into by and among CNET Media, INC., a Delaware corporation (“CNET”) and the entities set forth on the signature pages attached hereto (CNET and any such entity, each an “Assignor” and collectively, “Assignors”), and Fandom, Inc., a Delaware corporation (“Assignee”), as of September 30, 2022.

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of September 30, 2022 (the “Purchase Agreement”), pursuant to which Assignors agreed to sell, convey, assign and transfer to Assignee, and Assignee agreed to purchase, acquire and accept from Assignors the Transferred Assets and the Assumed Liabilities (including the Transferred IP) (each, as defined therein), including, without limitation, the rights in certain trademark and service mark registrations, and applications therefor, each as set forth on Schedule A attached hereto (the “Marks”); and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to assign to Assignee, and Assignee has agreed to accept the assignment of, all of Assignors’ right, title, and interest in, to, and under the Marks, and this Trademark Assignment Agreement is contemplated by Section 6.1(b)(v) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Capitalized Terms. All capitalized terms used in this Trademark Assignment Agreement without definition have the meanings given to them in the Purchase Agreement.

2. Assignment. Assignors, for and in exchange for the payment of the Purchase Price, the receipt of which is hereby acknowledged, do hereby irrevocably transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors’ worldwide right, title, and interest in, to and under the Marks, including without limitation the registered trademarks, service marks, and applications for any of the foregoing items listed on Schedule A attached hereto and incorporated herein by reference, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Trademark Assignment Agreement, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee and its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignors had this Trademark Assignment Agreement not been made, and all rights to seek past and future damages with respect to the foregoing.

3. Recordation. Each Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other official of any applicable Governmental Authority to record and register this Trademark Assignment Agreement upon request by Assignee. Assignee shall have the right to record this Trademark Assignment Agreement with all applicable Governmental Authorities and registrars so as to perfect its ownership of the Marks.

4. Further Actions. Following the date hereof, and in accordance with the Purchase Agreement, each Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto, without further compensation. Each Assignor acknowledges that recordation of the assignment of rights in the Transferred IP in certain international jurisdictions may require execution of additional assignment documents.

5. Terms of the Purchase Agreement. The scope, nature and extent of the Assumed Liabilities and the Transferred Assets are expressly set forth in the Purchase Agreement. Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms and conditions of the Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignors' representations, warranties, covenants, agreements, and indemnities relating to the Marks, are incorporated herein by this reference. Assignors acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment Agreement will be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law. In any action among or between any of the parties hereto arising out of or relating to this Trademark Assignment Agreement, including any action seeking equitable relief, each of the parties hereto irrevocably submit to the jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this Trademark Assignment Agreement. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT AGREEMENT.

7. Severability. If any provision, including any phrase, sentence, clause, section or subsection, of this Trademark Assignment Agreement is determined by a court of competent

jurisdiction to be invalid, illegal, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, illegal, inoperative or unenforceable to any extent whatsoever. Upon any such determination, the parties hereto shall negotiate in good faith to modify this Trademark Assignment Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner.

8. Amendment and Modification; Waiver. This Trademark Assignment Agreement may be amended or waived only in a writing signed by Assignors and Assignee. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default, and no failure or delay to enforce, or partial enforcement of, any provision hereof shall operate as a waiver of such provision or of any other provision.

9. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be subject to the provisions of Section 9.1 of the Purchase Agreement.

10. Relationship of Parties. The parties to this Trademark Assignment Agreement are independent contractors and this Trademark Assignment Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties hereto. Neither party hereto will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

11. Entire Agreement. This Trademark Assignment Agreement and the Purchase Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, among the parties hereto, or any of them, with respect to the subject matter hereof and thereof.

12. Execution. This Trademark Assignment Agreement may be executed and delivered in one or more counterparts (including by PDF and electronic mail), each of which will be deemed to be an original copy of this Trademark Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Trademark Assignment Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Trademark Assignment Agreement as to the parties and may be used in lieu of the original Trademark Assignment Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission will be deemed to be their original signatures for any purpose whatsoever.

[END OF TEXT; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNORS:

CNET MEDIA, INC.

DocuSigned by:
By: Benjamin Braun
78E2A31B99F448E...
Name: Benjamin Braun
Title: Chief Financial Officer and Treasurer

TV GUIDE ONLINE HOLDINGS LLC

DocuSigned by:
By: Benjamin Braun
78E2A31B99F448E...
Name: Benjamin Braun
Title: Chief Financial Officer and Treasurer


NEW IMAGITAS, INC.

DocuSigned by:
By: Benjamin Braun
78E2A31B99F448E...
Name: Benjamin Braun
Title: Chief Financial Officer and Treasurer

(Signature Page to Trademark Assignment Agreement)

ASSIGNEE:

FANDOM, INC.

DocuSigned by:


By: _____
A20A254CC28945F...







Name: Perkins Miller

Title: Chief Executive Officer

SCHEDULE A

MARKS

Registered Trademarks and Service Marks

TV GUIDE		United States of America	74280699	May 29 1992	1767448	Apr 27 1993	Registered	TV Guide Online Holdings LLC
TV GUIDE		United States of America	75250200	Mar 3 1997	2142554	Mar 10 1998	Registered	TV Guide Online Holdings LLC
TV GUIDE		United States of America	85747082	Oct 5 2012	4349656	Jun 11 2013	Registered	TV Guide Online Holdings LLC
TV GUIDE		United States of America	87726202	Dec 19 2017	5664783	Jan 29 2019	Registered	TV Guide Online Holdings LLC
TV GUIDE		United States of America	87726216	Dec 19 2017	5664784	Jan 29 2019	Registered	TV Guide Online Holdings LLC
TV GUIDE and 3-D Design		United States of America	76553315	Oct 22 2003	3006957	Oct 18 2005	Registered	TV Guide Online Holdings LLC
TV GUIDE and Screen Design (Without Border)		United States of America	72023107	Jan 23 1957	0650942	Aug 27 1957	Registered	TV Guide Online Holdings LLC
TV GUIDE and Screen Design (Without Border)		United States of America	75250201	Mar 3 1997	2144499	Mar 17 1998	Registered	TV Guide Online Holdings LLC
TV GUIDE MOBILE		United States of America	78810889	Feb 9 2006	3193034	Jan 2 2007	Registered	TV Guide Online Holdings LLC
TV GUIDE		Venezuela	1999005376	Mar 30 1999	S013283	Jul 7 2000	Registered	TV Guide Online Holdings LLC
TV GUIDE		Venezuela	1999005377	Mar 30 1999	S013284	Jul 7 2000	Registered	TV Guide Online Holdings LLC
TV GUIDE		Venezuela	1999005378	Mar 30 1999	S013285	Jul 7 2000	Registered	TV Guide Online Holdings LLC
TV GUIDE and Screen Design		Venezuela	1999005391	Mar 30 1999	S014040	Sep 28 2000	Registered	TV Guide Online Holdings LLC
TV GUIDE and Screen Design		Venezuela	1999005392	Mar 30 1999	S014041	Sep 28 2000	Registered	TV Guide Online Holdings LLC
TV GUIDE and Screen Design		Venezuela	1999005393	Mar 30 1999	S014042	Sep 28 2000	Registered	TV Guide Online Holdings LLC