

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847743

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/30/2022

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TV GUIDE ONLINE HOLDINGS LLC		10/16/2023	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: 1

Property Type	Number	Word Mark
Registration Number:	3367172	JUMP THE SHARK

CORRESPONDENCE DATA

Fax Number:

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.

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

ATTORNEY DOCKET NUMBER:	FANDOM-01034
NAME OF SUBMITTER:	Olivia M. Clavio
SIGNATURE:	/oclavio/
DATE SIGNED:	10/23/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment Agreement”) is made and entered into by and among TV Guide Online Holdings LLC, a Delaware limited liability company (“Assignor”), and Fandom, Inc., a Delaware corporation (“Assignee”), effective as of September 30, 2022.

RECITALS

WHEREAS, Assignor and certain of its affiliates and Assignee are parties to that certain Asset Purchase Agreement dated as of September 30, 2022 (the “Purchase Agreement”), pursuant to which Assignor and its affiliates agreed to sell, convey, assign and transfer to Assignee, and Assignee agreed to purchase, acquire and accept 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, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept the assignment of, all of Assignor’s 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. Assignor, for and in exchange for the payment of the Purchase Price, the receipt of which is hereby acknowledged, does hereby irrevocably transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s 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 Assignor had this Trademark Assignment Agreement not been made, and all rights to seek past and future damages with respect to the foregoing.
3. Recordation. 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, 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. 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 Assignor's representations, warranties, covenants, agreements, and indemnities relating to the Marks, are incorporated herein by this reference. Assignor acknowledges and agrees 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 Assignor 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.

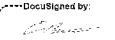
13. Nunc Pro Tunc Effect. This Assignment is intended to have a nunc pro tunc effect, which means that it is retroactively effective as of September 30, 2022, as if it had been executed on that date.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

TV Guide Online Holdings LLC

By:  _____
DocuSigned by:
Ethan Radtke
DocuSign Envelope ID: C44585A0482...

Name: Ethan Radtke

Title: Senior Vice President

10/16/2023

ASSIGNEE:

FANDOM, INC.

By:  _____
DocuSigned by:
Des Cussen
DocuSign Envelope ID: 905EA3067263480...

Name: Des Cussen

Title: General Counsel

10/11/2023

SCHEDULE A: MARKS

Registered Trademarks and Service Marks

Trademark	Owner	Country	App. No.	App. Date	Reg. No.	Reg. Date
JUMP THE SHARK	TV Guide Online Holdings LLC	United States of America	78931637	18-Jul-06	3367172	8-Jan-08