

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABC RADIO NETWORKS, LLC		05/15/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ABC NETWORK IP, LLC
Street Address:	500 South Buena Vista Street
City:	Burbank
State/Country:	CALIFORNIA
Postal Code:	91521
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2019021	ABC RADIO
Registration Number:	1663609	ABC GALAXY RADIO NETWORK
Registration Number:	1663655	ABC ABC RADIO NETWORKS
Registration Number:	1702057	ABC PRIME RADIO NETWORK
Registration Number:	1662724	ABC PLATINUM RADIO NETWORK
Registration Number:	1665205	ABC GENESIS RADIO NETWORK

CORRESPONDENCE DATA

Fax Number: (818)848-6424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 818-560-2435
 Email: trademarks@disney.com
 Correspondent Name: The Walt Disney Company
 Address Line 1: 500 South Buena Vista Street
 Address Line 4: Burbank, CALIFORNIA 91521

CH \$165.00 2019021

NAME OF SUBMITTER:	Teri Mareks
Signature:	/terimareks/
Date:	11/05/2007
Total Attachments: 6 source=ABC GENESIS#page1.tif source=ABC GENESIS#page2.tif source=ABC GENESIS#page3.tif source=ABC GENESIS#page4.tif source=ABC GENESIS#page5.tif source=ABC GENESIS#page6.tif	

ASSIGNMENT AGREEMENT
Marks and Domain Names

This ASSIGNMENT AGREEMENT (this "Agreement") is made effective as of May 15, 2007 (the "Effective Date"), by and between ABC Radio Networks, LLC, a Delaware limited liability company (the "Assignor"), and ABC Network IP, LLC, a Delaware limited liability company (the "Assignee").

Reference is made to the Separation Agreement, dated February 6, 2006 (as amended from time to time, the "Separation Agreement"), by and between The Walt Disney Company ("TWDC"), and ABC Radio Holdings, Inc. (f/k/a ABC Chicago FM Radio, Inc.) Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Separation Agreement.

WHEREAS, TWDC and other affiliated entities shall undertake (i) the Restructuring, (ii) the Distribution (and together with the Restructuring, the "Separation") and (iii) the Merger (and together with the Separation, the "Transactions");

WHEREAS, as of the Effective Date, TWDC is the indirect parent corporation of the Assignor and the Assignee, and the Assignor is the direct owner of 100 percent of the membership interests in Assignee;

WHEREAS, in order to consummate the Transactions, the Restructuring contemplates, among other things, the transfer of the trademarks listed on Annex A (the "Marks") and the registered domain names listed on Annex B (the "Domain Names") from the Assignor to the Assignee;

WHEREAS, as part of the Restructuring, the Assignor recently merged with ABC Radio Network, Inc., and as the surviving entity, the Assignor became the holder of the Marks and the Domain Names and any associated liabilities, and;

WHEREAS, the Assignor wishes to transfer, and the Assignee wishes to acquire, all right, title and interest in, to and under, the Marks and Domain Names;

WHEREAS, the parties intend that the Assignee is and will be a "disregarded entity" for United States federal income tax purposes; and

WHEREAS, the parties intend that the assignment and assumption pursuant to this Agreement shall be treated as a transfer of assets and an assumption of liabilities that is disregarded for United States federal income tax purposes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I
ASSIGNMENT

1.1 Assignment of Trademarks. The Assignor does hereby contribute, transfer, assign, convey and deliver to the Assignee, its successors and assigns, forever, all of its right, title and interest in, to and under the (a) the Marks, (b) the goodwill of the business symbolized by the Marks, (c) the U.S. Trademark registrations listed on Annex A and (d) all common law rights in the Mark. The Assignee does hereby accept good and marketable title to, and all rights and interests in and under, the Marks and agrees to faithfully perform and discharge when due all Business Liabilities with respect to the Marks.

1.2 Assignment of Domain Names. The Assignor does hereby contribute, transfer, assign, convey and deliver to the Assignee, its successors and assigns, forever, all of its right, title and interest in, to and under the Domain Names. The Assignee does hereby accept good and marketable title to, and all rights and interests in and under, the Domain Names and agrees to faithfully perform and discharge when due all Business Liabilities with respect to the Domain Names.

1.3 Deliveries. Each party agrees, at any time and from time to time after the Effective Date, upon the request of the other party, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to make effective the transactions contemplated by this Agreement and to provide the other party with the intended benefits of this Agreement.

1.4 The Separation Agreement. This Agreement is intended to evidence the consummation of certain transactions contemplated by the Separation Agreement. This Agreement is in all respects subject to the provisions of the Separation Agreement and is not intended in any way to supersede, modify or qualify any provision of the Separation Agreement to the extent applicable to the assignments and assumptions effected hereby.

ARTICLE II
MISCELLANEOUS

2.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of each of the Assignor and the Assignee and their respective successors and assigns.

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

2.3 No Representations or Warranties. Except as may expressly be set forth herein, (a) none of Assignor, its subsidiaries or any other Person makes any representation or warranty of any kind whatsoever, express or implied, with respect to the Marks or the Domain Names; 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 Transactions or the entering into of this Agreement.


2.4 Applicable Law. This Agreement shall be governed by the laws of the State of Delaware.

2.5 Amendments. No amendment or modification of this Agreement shall be effective unless it is set forth in writing and signed by both parties to this Agreement.


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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ABC RADIO NETWORKS, LLC

By: 
Name: David K. Thompson
Title: Vice President

ABC NETWORK IP, LLC

By: 
Name: Marsha L. Reed
Title: Secretary

ANNEX A

MARK	Class	Registration No.	Registration Date
ABC Galaxy Radio Network	35	1.663.609	Nov. 5, 1991
ABC Genesis Radio Network	35	1.665.205	Nov. 19, 1991
ABC Platinum Radio Network	35	1.662.724	Oct. 29, 1991
ABC Prime Radio Network	35	1.702.057	July 21, 1992
ABC Radio	42	2.019.021	Nov. 26, 1996
ABC Radio Networks & Device	38, 41	1.663.655	Nov. 5, 1991

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ANNEX B

- ABCESPANOL.COM
- ABCNEWSCALL.COM
- ABCNEWSRADIO.INFO
- ABCRADIO.COM
- ABCRADIO.INFO
- ABCRADIONETWORKS.COM
- ABCRADIOALES.COM
- ABCRI.COM
- ABCRN.COM
- ABCSATELLITESERVICES.COM
- ABCSPORTSCALL.COM
- ABCSPOTDEPOT.COM
- ABCXPRESS.COM

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