

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
Fine Living Network, LLC		05/28/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cooking Channel, LLC
Street Address:	312 Walnut Street, Suite 1800
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77844566	COOKING CHANNEL
Serial Number:	77844580	COOKING CHANNEL
Serial Number:	77844586	COOKING CHANNEL
Serial Number:	77844601	COOKING CHANNEL
Serial Number:	77844603	COOKING CHANNEL
Serial Number:	77844610	COOKING CHANNEL
Serial Number:	77844616	COOKING CHANNEL
Serial Number:	77844618	COOKING CHANNEL
Serial Number:	77844625	COOKING CHANNEL
Serial Number:	77844665	COOKING CHANNEL

CORRESPONDENCE DATA

Fax Number: (216)696-0740

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900165013

**TRADEMARK
 REEL: 004227 FRAME: 0899**

CH \$265.00 77844566

Phone: 216.621.0200
Email: clevelandip@bakerlaw.com
Correspondent Name: Melanie S. Corcoran, Baker&Hostetler LLP
Address Line 1: 1900 East 9th Street, #3200
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Melanie S. Corcoran
Signature:	/MSC/
Date:	06/18/2010

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of May 28, 2010, is by and between Fine Living Network, LLC, a Delaware limited liability company ("Assignor"), and Cooking Channel, LLC, a Delaware limited liability company ("Assignee").

RECITALS

- A. Assignor owns the trademarks and applications listed in Schedule A (collectively, the "Assigned Marks"); and
- B. Assignee desires to acquire Assignor's entire right, title and interest in and to the Assigned Marks, including the right to bring actions for infringement of the Assigned Marks occurring prior to the date of this Assignment.

ASSIGNMENT OF TRADEMARKS

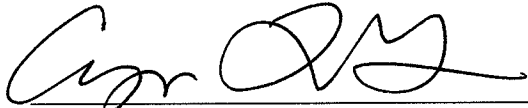
NOW, THEREFORE, be it known that for valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. As of the date hereof, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee all right, title and interest Assignor now has or ever has had in and to each of the Assigned Marks worldwide, including, but not limited to, any applications or registrations therefor, together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of any of the Assigned Marks.
2. As of the date hereof, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to the Assigned Marks, including, but not limited to, all costs, taxes and fees that accrue after the date hereof for preparing and recording any assignments contemplated herein; maintaining, defending, enforcing and litigating rights in the Assigned Marks; or otherwise registering, renewing or maintaining any trademark registrations for the Assigned Marks.
3. Notwithstanding any other provision of this Assignment, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including, but not limited to, any representations, warranties, covenants and agreements of Assignor and Assignee set forth in the Master Asset Transfer Agreement, dated as of the date hereof.
4. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.
5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF OHIO)
)
COUNTY OF HAMILTON)

On this 28th day of May, 2010 before me Joseph G. NeCastro, the person who signed the foregoing instrument, who acknowledged that he executed the above assignment as a free act on behalf of the Assignee identified therein, with authority to do so.



Notary Public

Subscribed and sworn to
before me this 28th day of
May, 2010.

My commission expires _____



CYNTHIA L. GIBSON, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date, Section 147.03 O.R.C.
_____, 20____.

SCHEDULE A

Trademarks

TRADEMARK	APPLICATION NUMBER
Cooking Channel	77/844,566
Cooking Channel	77/844,580
Cooking Channel	77/844,586
Cooking Channel	77/844,601
Cooking Channel	77/844,603
Cooking Channel	77/844,610
Cooking Channel	77/844,616
Cooking Channel	77/844,618
Cooking Channel	77/844,625
Cooking Channel	77/844,665