

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		08/27/2010	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: 1			
Property Type	Number	Word Mark	
Serial Number:	85038585	COOKING CHANNEL ON DEMAND	
CORRESPONDENCE DATA			
Fax Number:	(212)382-1407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 549-8610		
Email:	wstanback@scrippsnetworks.com		
Correspondent Name:	Willard A. Stanback		
Address Line 1:	1180 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	COOKINGCHANNELONDEMAND		
NAME OF SUBMITTER:	Willard A. Stanback		
Signature:	/was/		
Date:	08/31/2010		

OP \$40.00 85038585

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of August 27, 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.

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

ASSIGNOR:

FINE LIVING NETWORK, LLC

By Joseph G. NeCastro
Joseph G. NeCastro, Chief Financial Officer

ASSIGNEE:

COOKING CHANNEL, LLC

By Joseph G. NeCastro
Joseph G. NeCastro, Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF ~~OHIO~~ ^{New York})
COUNTY OF ~~HAMILTON~~)
^{New York}

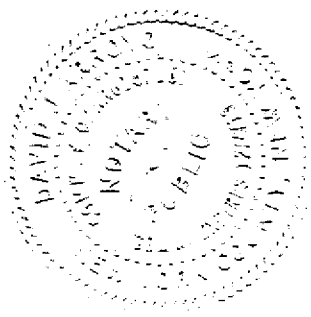
On this 27 day of August, 2010 before me appeared Joseph G. NeCastro, the person who signed the foregoing instrument, who acknowledged that he executed the above assignment as a free act on behalf of the Assignor identified therein, with authority to do so.

David J. Arroyo
Notary Public

Subscribed and sworn to before me this 27 day of August, 2010.

DAVID J ARROYO
NOTARY PUBLIC - STATE OF NEW YORK
NO. 02AR6157167
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES DEC. 4, 2010

My commission expires: December 4, 2010.



CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF ~~OHIO~~ ^{New York})
)
COUNTY OF ~~HAMILTON~~)
)
 ^{New York}

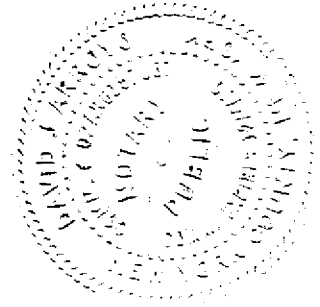
On this 27 day of August, 2010 before me Joseph G. NeCastro, the person who signed the foregoing instrument, who acknowledged that he executed the above assignment as a free act on behalf of the Assignee identified therein, with authority to do so.

David Arroyo
Notary Public

Subscribed and sworn to before me this 27 day of August, 2010.

DAVID J ARROYO
NOTARY PUBLIC - STATE OF NEW YORK
NO. 02AR6157167
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES DEC. 4, 2010

My commission expires: December 4, 2010



SCHEDULE A

Trademarks

TRADEMARK	APPLICATION NUMBER
Cooking Channel HD	85/038,652
Cooking Channel On Demand	85/038,585