

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320794

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ESPN Internet Ventures		10/17/2014	General Partnership: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ESPN, Inc.		
<b>Street Address:</b>	ESPN Plaza		
<b>City:</b>	Bristol		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06010		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3937030	FIVETHIRTYEIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995144		
<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>			
<b>Phone:</b>	2027994000		
<b>Email:</b>	dctrademarks@dlapiper.com		
<b>Correspondent Name:</b>	Ryan C. Compton		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	373838-100235		
<b>NAME OF SUBMITTER:</b>	Ryan C. Compton		
<b>SIGNATURE:</b>	/Ryan C. Compton/		
<b>DATE SIGNED:</b>	10/22/2014		
<b>Total Attachments: 3</b>			
source=Fivethirtyeight Executed Trademark Assignment#page1.tif			
source=Fivethirtyeight Executed Trademark Assignment#page2.tif			
source=Fivethirtyeight Executed Trademark Assignment#page3.tif			

OP \$40.00 3937030

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and dated as of October 17, 2014 (the "Effective Date"), by ESPN Internet Ventures, a New York general partnership, with a business address at ESPN Plaza, Bristol, CT 06010, ("Assignor"), to ESPN, Inc., a Delaware corporation, with an address at ESPN Plaza, Bristol, CT 06010 ("Assignee").

WHEREAS, Assignor owns the FiveThirtyEight trademark and the registration relating thereto identified and set forth on Schedule A attached hereto (the foregoing collectively referred to herein as the "Trademark");

WHEREAS, Assignee desires to acquire from Assignor, and Assignor agrees to transfer and assign to Assignee, all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, intending to be legally bound, covenants and agrees as follows.

1. Assignment. Assignor hereby transfers and assigns to Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer and assignment had not been made, and Assignee hereby accepts the transfer and assignment of, (i) all of Assignor's rights, title, and interest in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, and (ii) all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of the Trademark, including the right to bring an action for past, present and future infringement, dilution, unfair competition, or other misappropriation or misuse, and all rights to recover damages, profits, attorneys' fees, and injunctive relief for infringement, dilution, unfair competition, or other misappropriation or misuse. All of the rights transferred in this paragraph are referred to herein as the "Trademark Rights."

2. Further Actions. Assignor hereby consents and agrees to any lawful action taken by the Assignee in connection with the enforcement of, or the legal protection of, the Trademark Rights, and confers upon the Assignee full right of substitution in any and all such actions.

3. Representation. Assignor hereby represents and warrants that the information set forth in Schedule A is accurate and complete and that neither they nor, to their knowledge, any entity controlled by, controlling or under common control with the Assignor owns any other trademark applications or registrations for the Trademark other than those identified on Schedule A.

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed and delivered as of the day and year first above written.

ESPN INTERNET VENTURES

By: Marie P. Donoghue  
Name: Marie Donoghue  
Title: Executive Vice-President, Global Business  
Strategy & Original Content

ESPN, INC.

By: Michael J. Pierce  
Name: Michael J. Pierce  
Title: Deputy Chief Counsel

Schedule A

RN 3937030

FIVETHIRTYEIGHT