

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672129

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900626052		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TFCF Latin American Channel LLC		06/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Foxtelco Holdings Inc.		
Street Address:	Global Bank Building		
Internal Address:	Calle 50, Piso 23, Oficina 2305		
City:	Panamá City		
State/Country:	PANAMA		
Entity Type:	Corporation: PANAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4765259	ESCUELA PARA MARIDOS	
CORRESPONDENCE DATA			
Fax Number:	8188486424		
<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>			
Phone:	818-560-1000		
Email:	trademarks@disney.com		
Correspondent Name:	Tina M. Pompey		
Address Line 1:	The Walt Disney Company		
Address Line 2:	500 South Buena Vista Street		
Address Line 4:	Burbank, CALIFORNIA 91521		
ATTORNEY DOCKET NUMBER:	21CF CORPORATE MA		
NAME OF SUBMITTER:	Tina M. Pompey		
SIGNATURE:	/Tina M Pompey/		
DATE SIGNED:	09/02/2021		
Total Attachments: 17			
source=Notice of Non-Recordation (Document ID 900626052)#page1.tif			
source=Assignment Cover Sheet, (Document ID 900626052), Submitted 06-28-2021#page1.tif			

source=Resubmission (Goodwill Language) Document ID 900626052 - Copyright Trademark Assignment -TFCF LLC to FOXTELCO#page1.tif
source=Resubmission (Goodwill Language) Document ID 900626052 - Copyright Trademark Assignment -TFCF LLC to FOXTELCO#page2.tif
source=Resubmission (Goodwill Language) Document ID 900626052 - Copyright Trademark Assignment -TFCF LLC to FOXTELCO#page3.tif
source=Resubmission (Goodwill Language) Document ID 900626052 - Copyright Trademark Assignment -TFCF LLC to FOXTELCO#page4.tif
source=Resubmission (Goodwill Language) Document ID 900626052 - Copyright Trademark Assignment -TFCF LLC to FOXTELCO#page5.tif
source=Copyright & Trademark Assignment_Title_-TFCF LLC to FOXTELCO (fully executed)#page1.tif
source=Copyright & Trademark Assignment_Title_-TFCF LLC to FOXTELCO (fully executed)#page2.tif
source=Copyright & Trademark Assignment_Title_-TFCF LLC to FOXTELCO (fully executed)#page3.tif
source=Copyright & Trademark Assignment_Title_-TFCF LLC to FOXTELCO (fully executed)#page4.tif
source=Copyright & Trademark Assignment_Title_-TFCF LLC to FOXTELCO (fully executed)#page5.tif
source=certificate#page1.tif
source=certificate#page2.tif
source=certificate#page3.tif
source=certificate#page4.tif
source=certificate#page5.tif

ASSIGNMENT OF COPYRIGHT & TRADEMARK

TFCF Latin American Channel LLC (previously known as Fox Latin American Channel LLC) (the “Assignor”), a company incorporated under the laws of Delaware, with offices at 2121 Ponce de Leon Blv. Suite 1020, Coral Gables Florida 33134, U.S.A., as of February 2, 2021, hereby assigns, transfers, sets over and conveys to **Foxtelco Holdings Inc.** (the “Assignee”), a company incorporated under the laws of Panama with offices at Edificio Global Bank, Calle 50, piso 23, oficina 2305, Panamá City, Panama, all of Assignor’s right, title and interest in and to the TV series and trademark registrations listed in the attached Schedule “A” and Schedule “B” including the copyrights and all other proprietary rights therein (collectively, the “Copyrights and Trademarks”), together with all of the goodwill symbolized by the Copyrights and Trademarks, and all other rights associated with the Copyrights and Trademarks, including all common law trademark rights and trade name rights throughout the world, and further including any and all causes of action for infringements and other violations of the Copyrights and Trademarks of the same, past, present, and future, and all of the proceeds from the foregoing accrued and unpaid and hereafter accruing. *TP*










**TFCF LATIN AMERICAN
CHANNEL LLC**

By: 
 23889480217040A
Gonzalo Fiure


ASSIGNMENT OF COPYRIGHT & TRADEMARK**SCHEDULE "A"**
"Copyright Registration"

<u>Title</u>	<u>Add/EP Titles</u>	<u>Ep No.</u>	<u>Registration No.</u>
ESCUELA PARA MARIDOS	EPISODE 101	101	PA 1958883
ESCUELA PARA MARIDOS	EPISODE 102	102	PA 1958881
ESCUELA PARA MARIDOS	EPISODE 103	103	PA 1958879
ESCUELA PARA MARIDOS	EPISODE 104	104	PA 1958882
ESCUELA PARA MARIDOS	EPISODE 105	105	PA 1958885
ESCUELA PARA MARIDOS	EPISODE 106	106	PA 1958880
ESCUELA PARA MARIDOS	EPISODE 107	107	PA 1960313
ESCUELA PARA MARIDOS	EPISODE 108	108	PA 1960309
ESCUELA PARA MARIDOS	EPISODE 109	109	PA 1962289
ESCUELA PARA MARIDOS	EPISODE 110	110	PA 1962285
ESCUELA PARA MARIDOS	EPISODE 101	101	PA 1958883
ESCUELA PARA MARIDOS	EPISODE 102	102	PA 1958881
ESCUELA PARA MARIDOS	EPISODE 103	103	PA 1958879
ESCUELA PARA MARIDOS	EPISODE 104	104	PA 1958882
ESCUELA PARA MARIDOS	EPISODE 105	105	PA 1958885
ESCUELA PARA MARIDOS	EPISODE 106	106	PA 1958880
ESCUELA PARA MARIDOS	EPISODE 107	107	PA 1960313
ESCUELA PARA MARIDOS	EPISODE 108	108	PA 1960309
ESCUELA PARA MARIDOS	EPISODE 109	109	PA 1962289
ESCUELA PARA MARIDOS	EPISODE 110	110	PA 1962285

ASSIGNMENT OF COPYRIGHT & TRADEMARKSCHEDULE "B"
Trademark Registries

Country	TM Ref	Mark Name	Mark Image	Int'l Classes
Chile	81298835-CL	DE CAPITÁN A CAPITÁN		41
Argentina	81073461-AR	KDABRA (Stylized)		9
Brazil	81073463-BR	KDABRA (Stylized)		9
Chile	81073467-CL	KDABRA (Stylized)		9
Colombia	81073465-CO	KDABRA (Stylized)		9
Mexico	81407265-MX	KDABRA (Stylized)		9
Argentina	81077220-AR	KDABRA (Stylized)		41
Brazil	81077222-BR	KDABRA (Stylized)		41
Chile	81077226-CL	KDABRA (Stylized)		41
Colombia	81077224-CO	KDABRA (Stylized)		41

ASSIGNMENT OF COPYRIGHT & TRADEMARK

Mexico	81077228-MX	KDABRA (Stylized)		41
Brazil	81244499-BR	TABÚ BRASIL		41
Colombia	81083971-CO	TIEMPO FINAL		41
México	81083973-MX	TIEMPO FINAL		41
Argentina	81332786	2091		9
Argentina	81332788	2091		41
Brazil	81332790	2091		9
Brazil	81332792	2091		41
Colombia	81332806	2091		9,41
Guatemala	81332800	2091		9
Guatemala	81332802	2091		41
Peru	81332804	2091		9,41


ASSIGNMENT OF COPYRIGHT & TRADEMARK

Venezuela	81332808	2091		9
Venezuela	81332810	2091		41
Chile	81338692	2091 & Device		9,41
Argentina	81298036	ESCUELA PARA MARIDOS		41
Chile	81298038	ESCUELA PARA MARIDOS		41
Colombia	81298040	ESCUELA PARA MARIDOS		41
Mexico	81298042	ESCUELA PARA MARIDOS		41
United States of America	81297973	ESCUELA PARA MARIDOS		41
Peru	81327725	ESCUELA PARA MARIDOS & Device		41
Argentina	81310394	ESCUELA PARA SUEGRAS		41
Chile	81310396	ESCUELA PARA SUEGRAS		41
Colombia	81310398	ESCUELA PARA SUEGRAS		41

ASSIGNMENT OF COPYRIGHT & TRADEMARK

TFCF Latin American Channel LLC (previously known as Fox Latin American Channel LLC) a company incorporated under the laws of Delaware, with offices at 2121 Ponce de Leon Blv. Suite 1020, Coral Gables Florida 33134, as of February 2, 2021, hereby assigns, transfers, sets over and conveys to **Foxtelco Holdings Inc.**, a company incorporated under the laws of Panama with offices at Edificio Global Bank, Calle 50, piso 23, oficina 2305, Panamá City, all right, title and interest in and to the TV series and trademark registries listed in the attached Schedule "A" and Schedule "B" including the copyright and all other proprietary rights therein, throughout the world, and further including any and all causes of action for infringements of the same, past, present, and future, and all of the proceeds from the foregoing accrued and unpaid and hereafter accruing.

**TFCF LATIN AMERICAN CHANNEL
LLC**










By:  DocuSigned by:
23B89490217640A...

Gonzalo Fiure


ASSIGNMENT OF COPYRIGHT & TRADEMARK**SCHEDULE "A"**
"Copyright Registration"

<u>Title</u>	<u>Add/EP Titles</u>	<u>Ep No.</u>	<u>Registration No.</u>
ESCUELA PARA MARIDOS	EPISODE 101	101	PA 1958883
ESCUELA PARA MARIDOS	EPISODE 102	102	PA 1958881
ESCUELA PARA MARIDOS	EPISODE 103	103	PA 1958879
ESCUELA PARA MARIDOS	EPISODE 104	104	PA 1958882
ESCUELA PARA MARIDOS	EPISODE 105	105	PA 1958885
ESCUELA PARA MARIDOS	EPISODE 106	106	PA 1958880
ESCUELA PARA MARIDOS	EPISODE 107	107	PA 1960313
ESCUELA PARA MARIDOS	EPISODE 108	108	PA 1960309
ESCUELA PARA MARIDOS	EPISODE 109	109	PA 1962289
ESCUELA PARA MARIDOS	EPISODE 110	110	PA 1962285
ESCUELA PARA MARIDOS	EPISODE 101	101	PA 1958883
ESCUELA PARA MARIDOS	EPISODE 102	102	PA 1958881
ESCUELA PARA MARIDOS	EPISODE 103	103	PA 1958879
ESCUELA PARA MARIDOS	EPISODE 104	104	PA 1958882
ESCUELA PARA MARIDOS	EPISODE 105	105	PA 1958885
ESCUELA PARA MARIDOS	EPISODE 106	106	PA 1958880
ESCUELA PARA MARIDOS	EPISODE 107	107	PA 1960313
ESCUELA PARA MARIDOS	EPISODE 108	108	PA 1960309
ESCUELA PARA MARIDOS	EPISODE 109	109	PA 1962289
ESCUELA PARA MARIDOS	EPISODE 110	110	PA 1962285

ASSIGNMENT OF COPYRIGHT & TRADEMARKSCHEDULE "B"
Trademark Registries

Country	TM Ref	Mark Name	Mark Image	Int'l Classes
Chile	81298835-CL	DE CAPITÁN A CAPITÁN		41
Argentina	81073461-AR	KDABRA (Stylized)		9
Brazil	81073463-BR	KDABRA (Stylized)		9
Chile	81073467-CL	KDABRA (Stylized)		9
Colombia	81073465-CO	KDABRA (Stylized)		9
Mexico	81407265-MX	KDABRA (Stylized)		9
Argentina	81077220-AR	KDABRA (Stylized)		41
Brazil	81077222-BR	KDABRA (Stylized)		41
Chile	81077226-CL	KDABRA (Stylized)		41
Colombia	81077224-CO	KDABRA (Stylized)		41

ASSIGNMENT OF COPYRIGHT & TRADEMARK

Mexico	81077228-MX	KDABRA (Stylized)		41
Brazil	81244499-BR	TABÚ BRASIL		41
Colombia	81083971-CO	TIEMPO FINAL		41
México	81083973-MX	TIEMPO FINAL		41
Argentina	81332786	2091		9
Argentina	81332788	2091		41
Brazil	81332790	2091		9
Brazil	81332792	2091		41
Colombia	81332806	2091		9,41
Guatemala	81332800	2091		9
Guatemala	81332802	2091		41
Peru	81332804	2091		9,41

ASSIGNMENT OF COPYRIGHT & TRADEMARK

Venezuela	81332808	2091		9
Venezuela	81332810	2091		41
Chile	81338692	2091 & Device		9,41
Argentina	81298036	ESCUELA PARA MARIDOS		41
Chile	81298038	ESCUELA PARA MARIDOS		41
Colombia	81298040	ESCUELA PARA MARIDOS		41
Mexico	81298042	ESCUELA PARA MARIDOS		41
United States of America	81297973	ESCUELA PARA MARIDOS		41
Peru	81327725	ESCUELA PARA MARIDOS & Device		41
Argentina	81310394	ESCUELA PARA SUEGRAS		41
Chile	81310396	ESCUELA PARA SUEGRAS		41
Colombia	81310398	ESCUELA PARA SUEGRAS		41

Certificate Of Completion

Envelope Id: C70999D8C45A4AA4A4ED763BE0B255FE	Status: Completed
Subject: Please DocuSign: Assignment Title - Exhibit - TFCF LATIN AMERICA to FOXTELCO - fINAL.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Lucia Gonzalez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	500 S Buena Vista St
	Burbank, CA 91521
	Lucia.Gonzalez@disney.com
	IP Address: 181.28.110.235

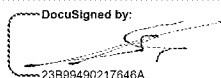
Record Tracking

Status: Original	Holder: Lucia Gonzalez	Location: DocuSign
5/31/2021 6:41:09 AM	Lucia.Gonzalez@disney.com	

Signer Events

Gonzalo Fiure
 gonzalo.fiure@disney.com
 Head of GE
 eSignature Standard – JIT
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 23B99490217846A...
 Signature Adoption: Drawn on Device
 Using IP Address: 207.244.183.33

Timestamp

Sent: 5/31/2021 6:42:31 AM
 Viewed: 6/2/2021 6:11:54 AM
 Signed: 6/2/2021 6:11:57 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/31/2019 11:58:40 AM
 ID: eb3f9cee-5e22-46e3-8f92-62963711dc59

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kevin Acosta
 kevin.acosta@foxtelocolombia.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/31/2021 6:42:32 AM
 Viewed: 5/31/2021 7:51:03 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Paola Alvarado
 paola.alvarado@foxtelocolombia.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/31/2021 6:42:32 AM
 Viewed: 5/31/2021 6:51:15 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/31/2021 6:42:32 AM
Certified Delivered	Security Checked	6/2/2021 6:11:54 AM
Signing Complete	Security Checked	6/2/2021 6:11:57 AM
Completed	Security Checked	6/2/2021 6:11:57 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

CONSENT TO ELECTRONIC COMMUNICATIONS

You have indicated that you wish to enter into an agreement ("Contract") with us electronically. In connection with the Contract, you will receive Communications (defined below) electronically by entering into the terms and conditions of this consent agreement ("Agreement") by clicking the 'I agree' box as indicated below. We may be required by law to give you certain information "in writing" - which means you are entitled to receive it on paper. Therefore we need your consent in order to provide you Communications electronically, instead.

The words "we," "us," and "our" mean Disney Enterprises, Inc. and its affiliates and subsidiaries. The words "you" and "your" mean the person giving consent and entering into this Agreement.

"Communications" means each disclosure, notice, contract, agreement, authorization, acknowledgement, undertaking, fee schedule, periodic statement, record, document, signature or other information we provide to you, or that you sign or submit or agree to at our request in connection with the Contract. Electronic Communications will be provided through the DocuSign, Inc. electronic signing system ("DocuSign").

1. Your Consent. You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form through DocuSign, unless you tell us otherwise in accordance with the procedures described herein. We may also use electronic signatures and obtain them from you on any Communication. You agree that electronic delivery of any Communication will be effective delivery to you and be deemed received by you when sent or made available to you, whether or not you actually access or view the Communication. We may always, in our sole discretion, provide you with any Communication in writing or on paper, even if you have chosen to receive it electronically. Sometimes the law, or our Communication with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

2. How to Withdraw Consent. If you decide to withdraw consent for electronic delivery of Communications, you must use the DocuSign "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required Communications electronically from us and you will no longer be able to use DocuSign to receive required Communications electronically from us or to sign electronically documents from us. You may also withdraw your consent to future electronic Communications at any time by following the procedure described below. Your withdrawal of consent is only effective after we have a reasonable opportunity to act on it, and your withdrawal of consent will only apply to Communications you are entitled by law to receive "in writing." We may continue to send other Communications to you electronically even after you withdraw consent. Your withdrawal of consent with respect to the Communications does not affect any other consent you have given us at any other time to use electronic records and signatures. To inform us that you no longer want to receive future Communications in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

3. How to Update Your Contact Information. It is your responsibility to provide us with an accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You understand and agree that if Disney sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Disney will still be deemed to have provided the Communication to you. To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at CORP.DL-eSignature@disney.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

4. Hardware and Software Requirements. To receive electronic Communications, you must have access to:

- a Current Version (defined below) of Internet Explorer (Windows only), Safari (Mac only) or Firefox,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays to you PDF files,
- a per screen resolution of 800 x 600,
- enabled security settings to allow per session cookies, and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with the Communications.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

5. Paper Copies. At any time, you may request from us a paper copy of any Communication provided or made available electronically to you by us. You will have the ability to download and print Communications we send to you through the DocuSign system during and immediately after a signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 60-90 days) after such Communications are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by following the procedure described below.

To request delivery from us of paper copies of the Communications previously provided by us to

you electronically, you must send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

6. Acknowledging your access and Consent to receive Communications electronically. To confirm to us that you can access this information electronically, which will be similar to other electronic Communications that we will provide to you, please verify by checking the 'I agree' box below that you were able to read this electronic Agreement and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this Agreement to an email address where you will be able to print on paper or save it for your future reference and access.

7. Termination/Changes/Other. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change this Agreement or the terms and conditions on which we provide electronic Communications, in whole or in part. We will provide you with notice of any such termination or change as required by law. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined in Los Angeles, California in accordance with California law without giving effect to principles of conflicts of laws. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as provided above, as the case may be.

By checking the 'I agree' box, you are (i) entering into this Agreement, (ii) consenting to the use and receipt of Communications, (iii) confirming that you have the hardware and software requirements described above, (iv) are able to receive and view Communications exclusively in electronic format on the terms and conditions described above, and (v) have an active email address.