

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713256

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|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900669293 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|--|
| G4 Media, LLC | | 07/01/2021 | Limited Liability Company: DELAWARE |
| NBCUniversal Media LLC | | 07/01/2021 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | CS DPS Holdings, LLC |
| Street Address: | 3601 South Broad Street |
| City: | Philadelphia |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19148 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|-----------------------------|---------|---------------------|
| Registration Number: | 3188070 | ATTACK OF THE SHOW! |
| Registration Number: | 2580184 | G4 |
| Registration Number: | 2580185 | G4 |
| Registration Number: | 4361636 | G4 |
| Registration Number: | 2851761 | X-PLAY |

CORRESPONDENCE DATA

Fax Number: 2158325360
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.

Phone: 2155695360
Email: mhomyk@blankrome.com
Correspondent Name: Matthew A. Homyk
Address Line 1: One Logan Square
Address Line 2: Blank Rome LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103

| | |
|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 111058-00238 |
|--------------------------------|--------------|

| | |
|---|------------------|
| NAME OF SUBMITTER: | Matthew A. Homyk |
| SIGNATURE: | /matthew homyk/ |
| DATE SIGNED: | 03/09/2022 |
| Total Attachments: 7 source=G4 Quitclaim_FE#page1.tif source=G4 Quitclaim_FE#page2.tif source=G4 Quitclaim_FE#page3.tif source=G4 Quitclaim_FE#page4.tif source=G4 Quitclaim_FE#page5.tif source=G4 Quitclaim_FE#page6.tif source=G4 Quitclaim_FE#page7.tif | |

QUITCLAIM AGREEMENT

This Quitclaim Agreement (“Agreement”) is entered into as of July 1, 2021 by and between G4 Media, LLC, a Delaware Limited Liability Company with a principal place of business located at 100 Universal City Plaza, Universal City, CA 91608 (“G4”) and NBCUniversal Media LLC, a Delaware Limited Liability Company with a principal place of business located at 100 Universal City Plaza, Universal City, CA 91608 (“NBCU”, and, together with G4, the “Sellers”), on the one hand, and CS DPS Holdings, LLC with a principal place of business located at 3601 S. Broad St., Philadelphia, PA 19148 (“Purchaser”), on the other hand, upon the following terms and conditions:

1. QUITCLAIM. Subject to the terms and conditions hereof, Sellers hereby quitclaim to Purchaser exclusively and forever throughout the universe all right, title and interest that Sellers may hold in and to the following:
 - a. Property:
 - i. Attack of the Show!. That certain television series titled “Attack of the Show!” owned by Seller, including, without limitation, all episodes (whether produced, aired, or not aired) and all protectable intellectual property rights in and to such television series and its underlying materials, scripts, and/or elements.
 - ii. X-Play. That certain television series titled “X-Play” owned by Seller, including, without limitation, all episodes (whether produced, aired, or not aired) and all protectable intellectual property rights in and to such television series and its underlying materials, scripts, and/or elements.
 - iii. Trademarks. The trademarks and registrations therefore annexed hereto as Exhibit A (the “Trademarks”) and which are hereby incorporated by reference in their entirety as if fully set forth herein, including all related rights and goodwill symbolized by such trademarks and any and all common law and other rights to such trademarks, including any and all causes of actions, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to said trademarks or such associated goodwill.
 - iv. Domain Names. The domain names annexed hereto as Exhibit B (the “Domain Names”) and which are hereby incorporated by reference in their entirety as if fully set forth herein.

Attack of the Show!, X-Play, the Trademarks, and the Domain Names are collectively referred to herein as the “Property.”

- b. Documents. All contracts, agreements, instruments, and other documents of every kind and character to the extent related to the Property (“Documents”).
2. CONSIDERATION. As consideration in full for the foregoing quitclaim:
- a. Purchase Price. Upon signature and delivery of this Agreement to Sellers, Purchaser agrees to pay Sellers and Sellers agree to accept a sum equal to Zero Dollars (\$0) (the “Purchase Price”).
 - b. Assumption of Obligations. Purchaser agrees to assume and hereby undertakes to perform all of Sellers’ executory obligations, if any, under the Documents that accrue on or after the date hereof, pursuant to any and all of the Documents. In connection with the foregoing, Purchaser agrees to execute and deliver to Sellers, upon execution of this Agreement, the standard guild assumption agreements as required by the applicable guilds, if any, that have jurisdiction with respect to any services rendered under the Documents.
3. SELLER WARRANTIES. Sellers make no warranties or representations as to the Property or the Documents whatsoever.
4. FURTHER DOCUMENTATION. Sellers shall execute and/or deliver such further instruments as reasonably may be required by Purchaser to carry out or effectuate the purposes of this Agreement.
5. PARAGRAPH HEADINGS. Paragraph headings are for convenience only and shall not be used to construe this Agreement or otherwise be given any legal effect.
6. ASSIGNMENT. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns forever. Purchaser shall have the right to assign or transfer any or all of the rights, licenses, privileges and property granted to it hereunder; provided, however, Purchaser shall remain liable for any obligations hereunder not performed by any assignee of Purchaser. Purchaser hereby agrees that Seller shall be given written notice of acknowledgement of the assumption of Purchaser’s obligations hereunder within thirty (30) days of conclusion of any and all such agreements.
7. NOTICES. All notices to be given hereunder must be in writing by personal delivery or by mail, Federal Express, or fax, at the respective addresses given above (or such other addresses as are given in writing in accordance with this provision). Notice and payments shall be deemed given on the date sent, charges prepaid or to be billed. Whenever the last day on which a notice can be given falls on a weekend or holiday observed by Sellers, such notice may be validly given on the next day (that is not on a weekend or holiday) following the weekend or holiday. Notices shall be delivered to the following addresses:
- a. To Sellers:

G4 Media, LLC
Attn: General Counsel
100 Universal City Plaza
Universal City, CA 91608

NBCUniversal Media, LLC
Attn: General Counsel
100 Universal City Plaza
Universal City, CA 91608

b. To Purchaser:

CS DPS Holdings, LLC
Attn: General Counsel
3601 S. Broad Street
Philadelphia, PA 19148

8. RELATIONSHIP. This Agreement shall not constitute a joint venture or partnership of any kind between the parties hereto.
9. LIMIT ON LIABILITY. The parties agree that in any action regarding or related to this Agreement, the damages that may be awarded shall be limited to any actual damages suffered. Without limiting the foregoing, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY CLAIM FOR LOSS OF PROFITS, LOST BUSINESS, OR LOST BUSINESS OPPORTUNITIES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. APPLICABLE LAW AND FORUM. This Agreement shall be construed and enforced in accordance with the internal, substantive law of the State of New York, applicable to contracts negotiated, executed, and fully performed within that State, regardless of where negotiation, execution and performance of this Agreement may actually occur. Any dispute arising under this shall first be submitted to non-binding mediation for resolution. Should litigation of any dispute arising under this Agreement become necessary, such litigation shall be filed only in the state or federal courts located within New York County, New York State, and such courts shall have exclusive subject matter jurisdiction over the dispute. Sellers and Purchaser hereby consent to the exercise of personal jurisdiction over the parties by the state and federal courts located within the State of New York.

[Remainder of Page Intentionally Left Blank]

11. ENTIRE AGREEMENT. This Agreement includes the entire understanding of the parties as to its subject matter, all previous understandings whether oral or written having been merged herein, and no portion of this Agreement is subject to further negotiation, unless expressly stated herein. No representations or warranties have been made other than those expressly set forth herein. This Agreement may not be changed, modified, renewed, extended, or discharged, nor any covenant or provision waived, except by an agreement in writing signed by all parties hereto.

G4 MEDIA, LLC

DocuSigned by:
Mei-lan Stark
By: _____
ADEF22F8144244F...
(signature)
Mei-lan stark

(print name)

Its: EVP & Chief Counsel, Intellectual Property

CS DPS HOLDINGS, LLC

DocuSigned by:
Jack Paschal
By: _____
E95937E78E91484...
(signature)
Jack Paschal

(print name)

Its: VP, Business Affairs

NBCUNIVERSAL MEDIA, LLC

DocuSigned by:
Mei-lan Stark
By: _____
ADEF22F8144244F...
(signature)
Mei-lan Stark

(print name)

Its: EVP & Chief Counsel, Intellectual Prop

EXHIBIT A**Trademark Registrations**




| Country | Trademark | Int'l Class | Registration No. | Issue Date |
|--------------------------|---|--------------------|-------------------------|-------------------|
| United States of America | ATTACK OF THE SHOW! | 41 | 3188070 | 12/19/2006 |
| Australia | G4 | 9, 38, 41 | 1253577 | 7/25/2008 |
| Brazil | G4 | 38 | 825050766 | 5/8/2007 |
| Brazil | G4 | 41 | 825050766 | 5/8/2007 |
| Canada | G4 | 38 | TMA655154 | 12/15/2005 |
| Canada | G4 | 41 | TMA655436 | 12/20/2005 |
| European Union | G4 | 9, 38, 41, 42 | 007102213 | 6/10/2009 |
| Mexico | G4 | 38 | 769164 | 11/19/2002 |
| Mexico | G4 | 41 | 769989 | 11/25/2002 |
| New Zealand | G4 | 38, 41 | 793331 | 1/29/2009 |
| United Kingdom | G4 | 9, 38, 41, 42 | UK00907102213 | 7/28/2008 |
| United States of America | G4 | 38 | 2580184 | 6/11/2002 |
| United States of America | G4 | 41 | 2580185 | 6/11/2002 |
| Japan |  | 38, 41, 42 | 5328218 | 6/4/2010 |
| South Korea |  | 38, 41, 42 | 410193463 | 1/18/2010 |
| United States of America |  | 38, 41 | 4361636 | 7/2/2013 |
| United States of America | X-PLAY | 41 | 2851761 | 6/8/2004 |

EXHIBIT B

- g4tv.com
- g4on.com
- g4now.com
- g4.tv
- xplay.com

SHORT FORM QUITCLAIM

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, G4 Media, LLC (“G4”) and NBCUniversal Media, LLC (“NBCU”, and, together with G4, “Sellers”), hereby quitclaim and assign to CS DPS Holdings, LLC (“Purchaser”), its successors and assigns, forever and throughout the universe, all rights including all television, motion picture, allied and ancillary rights (as more particularly described in the Agreement specified below) in (i) the television series titled “Attack of the Show!”, (ii) the television series titled “X-Play,” (iii) the Trademarks (as defined in the Agreement), and (iv) the Domain Names (as defined in the Agreement) (collectively, the “Property”).

The Property includes, but is not limited to: (i) all contents; (ii) all existing adaptations and versions; (iii) the title, characters, and theme; and (iv) the copyright and all renewals and extensions of copyright.

This instrument is executed in accordance with and is subject to the Quitclaim Agreement (“Agreement”) between the undersigned and Purchaser dated as of July 1, 2021, relating to the quitclaim of certain rights in the Property from Sellers to Purchaser, which rights are more fully described in the Agreement.

1/11/2022
Date: _____

G4 MEDIA, LLC

DocuSigned by:
By: Mei-lan Stark
ADEF22F8144244E...

Its: EVP & Chief Counsel, Intellectual Property

NBCUNIVERSAL MEDIA, LLC

DocuSigned by:
By: Mei-lan Stark
ADEF22F8144244E...

Its: EVP & Chief Counsel, Intellectual Property