504082932 11/04/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4129600

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
INTERACTIVE SPORTS HOLDINGS, INC.	08/06/2009

RECEIVING PARTY DATA

Name:	TV GUIDE, INC.
Street Address:	2 CIRCLE STAR WAY
City:	SAN CARLOS
State/Country:	CALIFORNIA
Postal Code:	94070

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	15157832
Application Number:	10234345

CORRESPONDENCE DATA

Fax Number: (617)235-9492

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.

bridget.mcauliffe@ropesgray.com, USPatentMail@ropesgray.com Email:

Correspondent Name: **ROPES & GRAY LLP**

Address Line 1: PRUDENTIAL TOWERS, 800 BOYLSTON STREET

Address Line 4: **BOSTON, MASSACHUSETTS 02199**

<u> </u>		
ATTORNEY DOCKET NUMBER:	TTORNEY DOCKET NUMBER: 002101-0018-103,101	
NAME OF SUBMITTER:	BRIDGET MCAULIFFE	
SIGNATURE:	/Bridget McAuliffe/	
DATE SIGNED:	11/04/2016	

Total Attachments: 1

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PATENT REEL: 040226 FRAME: 0723 504082932

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "<u>Agreement</u>") is made and entered into as of August <u>(o</u>, 2009 by and between Interactive Sports Holdings, Inc., a Delaware corporation ("<u>Assignor</u>"), and TV Guide, Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignee is an affiliate of Assignor;

WHEREAS, in connection with the dissolution of Assignor, Assignor wishes to assign, transfer, and convey to Assignee, and Assignee wishes to assume and accept from Assignor all of Assignor's right, title, interest in and to any remaining assets, contractual rights or obligations and liabilities and goodwill associated therewith (the "Transferred Assets");

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee does hereby accept from Assignor, the Transferred Assets and all of Assignor's right, title and interest in and to the Transferred Assets, all goodwill associated therewith, and any and all causes of action which Assignor now has or hereafter may have relating to the Transferred Assets.
- 2. <u>Assumption</u>. Assignee hereby expressly undertakes and assumes all obligations and liabilities of any kind, character or description whatsoever, whether direct or indirect, known or unknown, absolute or contingent, matured or unmatured, that are associated with the Transferred Assets.
- 3. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of State of California without regard to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first above written.

Title: Authorized Signatory

Title: Authorized Signatory

PATENT
RECORDED: 11/04/2016 REEL: 040226 FRAME: 0724