505385726 03/20/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5432519

SUBMISSION TYPE:					
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY DA	ATA				
		Name	Execution Date		
INTERACTIVE SPORTS	HOLDIN	IGS, INC.	08/06/2009		
RECEIVING PARTY DA	ТА				
Name:	TV GUIDE, INC.				
Street Address:	2160 GOLD STREET				
City:	SAN JOSE				
State/Country:	CALIFORNIA				
Postal Code:	95002				
PROPERTY NUMBERS	Total: 1				
Property Type		Number			
Application Number:		16359904			
	<u>лтл</u>				
CORRESPONDENCE D					
	e sent to	the e-mail address first; if that is	unsuccessful, it will be sent		
using a fax number, if p	provided	; if that is unsuccessful, it will be			
-		juanita.alvarez@hglaw.com	•		
		HALEY GUILIANO LLP			
		75 BROAD STREET SUITE 1000			
Address Line 2:	NEW YORK, NEW YORK 10004				
		002101-0020-108			
NAME OF SUBMITTER:					
SIGNATURE:		/JUANITA ALVAREZ/			
DATE SIGNED:		03/20/2019	03/20/2019		
Total Attachments: 1	A	vent Othnegot tif			
source=002101-0020-108	Assignm	ient 3#page1.tif			

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. <u>Assignment</u>. 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.

ASSIGNOR:

INTERACTIVE SPORTS HOLDINGS, INC.

Stiphen Jr By:

Name: Stephen Yu

Title: Authorized Signatory

ASSIGNEE:

TV GUIDE. IN By: Name: Mark Alloy

Title: Authorized Signatory

PATENT REEL: 048654 FRAME: 0406

RECORDED: 03/20/2019