

04-23-2003

DEPARTMENT OF COMMERCE
Patent and Trademark Office

DB



102427618

copy thereof.

1. Name of conveying party(ies): 4-18-03
 Warner Communications Inc.
 c/o AOL Time Warner
 75 Rockefeller Plaza, New York, NY 10019

Individual(s) Association
 General Partnership Limited Partnership
 Corporation—State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 AOL Time Warner Interactive
 Video Group, Inc.

Name: _____
 Internal Address: c/o AOL Time Warner
 Street Address: 75 Rockefeller Plaza

City: New York State: NY Zip: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation — State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 31, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
PLEASE SEE ATTACHED.

B. Trademark Registration No.(s)

Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Elizabeth Moody, Esq.
 Internal Address: _____
Paul, Weiss, Rifkind, Wharton & Garrison LLP

Street Address: _____
1285 Avenue of the Americas

City: New York State: NY Zip: 10019-6064

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth Moody
 Name of Person Signing

Elizabeth Moody
 Signature

4/17/03
 Date

Total number of pages including cover sheet, attachments, and documents: 6

1/23/03 LAMEL ER 00000023 76362074

FC: 21 40.00 OP
FC: 22 100.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

Schedule of Assigned Trademarks

<u>Application No.</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Status</u>
76/362,074	MAESTRO	01/22/02	Pending
76/364,952	MYSTRO	01/31/02	Pending
76/373,223	MYSTRO TV	02/21/02	Pending
76/364,953	TV AT YOUR COMMAND	01/31/02	Pending
76/365,255	TV YOU COMMAND	01/31/02	Pending

MYSTRO TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of March 31, 2003, is by and between Warner Communications Inc., a Delaware corporation (hereinafter "Holdco") and AOL Time Warner Interactive Video Group, Inc., a Delaware corporation (hereinafter "Mystro"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Intellectual Property Agreement, dated as of August 20, 2002, as amended (the "TWE Intellectual Property Agreement"), by and between Holdco and Time Warner Entertainment Company L.P., a Delaware limited partnership (hereinafter "TWE").

WHEREAS, pursuant to the TWE Intellectual Property Agreement, the parties allocated to Holdco all right, title and interest in and to all Trademarks set forth on Schedule A, which Trademarks relate to the Mystro Business (the "Marks"); and

WHEREAS, Holdco now wishes to transfer to Marks and Mystro desires to accept such transfer.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

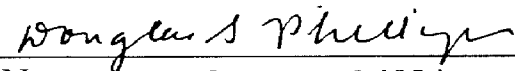
1. Assignment. Holdco, on behalf of itself and each of its Subsidiaries, does hereby assign, convey, transfer and deliver to Mystro, and its successors, assigns and legal representatives or nominees, Holdco's and each of its Subsidiaries' entire rights, title and interest, for all countries, jurisdictions and political entities of the world and the right to sue for past infringement and collect damages therefor, to and in all of the Marks, together with the portion of the business to which the Marks relate, along with all goodwill symbolized by and associated with the Marks.

2. Further Assurances. Holdco, on behalf of itself and each of its Subsidiaries, agrees that upon request it will, at any time without charge to Mystro, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient (as determined in Mystro's sole discretion) for vesting title to the Mystro in Mystro, its successors, assigns and legal representatives or nominees, including but not limited to, any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining the Mystro, as applicable, in any and all countries and for vesting title thereto in Mystro, its successors, assigns, legal representatives and nominees. Holdco, on behalf of itself and each of its Subsidiaries, hereby appoints Mystro and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-of-fact with full irrevocable power and authority in place and stead of Holdco and in the name of Holdco or in its own name, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate actions and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement. Furthermore, Holdco agrees that upon request it will, at any time without charge to Mystro, cooperate fully with Mystro in the protection and enforcement of the Marks, including but not limited to, cooperating fully with Mystro in

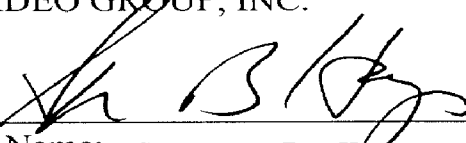
connection with any claims or suits brought by or against Mystro relating to the Mystro Intellectual Property.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf by one of its duly authorized officers as of the date first written above.

WARNER COMMUNICATIONS INC.

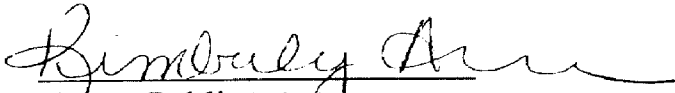
By: 
Name: Douglas S. Phillips
Title: Vice President

AOL TIME WARNER INTERACTIVE
VIDEO GROUP, INC.

By: 
Name: Spencer B. Hays
Title: Senior Vice President and
Secretary

State of New York)
) ss:
County of)

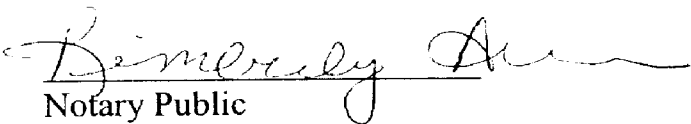
On the 28th day of MARCH, 2003, before me came Douglas S Phillips to me know, who, being by me duly sworn, did depose and say that he she is Vice President of Warner Communications Inc., the corporation described in and which executed the foregoing instrument; that he she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the general partners of said corporation and that he she signed his/her name thereto by like authority.



Notary **KIMBERLY ARENA**
Notary Public, State of New York
No. 01AR6079435
Qualified in Nassau County
Commission Expires Aug. 26, 2006

State of New York)
) ss:
County of)

On the 28th day of MARCH, 2003, before me came Spencer Bilays, to me known, who, being by me duly sworn, did depose and say that he she is Senior Vice President and Secretary of AOL Time Warner Interactive Video Group, Inc., the corporation described in and which executed the foregoing instrument; that he she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the members of said corporation and that he/she signed his/her name thereto by like authority.



Notary Public
KIMBERLY ARENA
Notary Public, State of New York
No. 01AR6079435
Qualified in Nassau County
Commission Expires Aug. 26, 2006

Mystro Trademarks

Trademark Name:	Status	Class	Application No:	Filing Date:
MAESTRO	Pending	38,41, 42	76/362074	22-Jan-2002
MYSTRO	Pending	38,41, 42	76/364952	31-Jan-2002
MYSTRO TV	Pending	38,41, 42	76/373223	21-Feb-2002
TV AT YOUR COMMAND	Pending	38,41, 42	76/364953	31-Jan-2002
TV YOU COMMAND	Pending	38,41, 42	76/365255	31-Jan-2002
maestrotv.com				
mystrotv.com				
maestro.tv				
mystro.tv				