



To the Honorable Commission of Patents and Trademarks

102482270

and original documents or copy thereof.

1. Name of conveying party(ies):
Time Warner Entertainment Company, L.P.
c/o AOL Time Warner Inc.
75 Rockefeller Plaza, New York, NY 10019

6-24-03

2. Name and address of receiving party(ies)

Name: Warner Communications Inc.
Internal Address: c/o AOL Time Warner Inc.
Street Address: 75 Rockefeller Plaza
City: New York State: NY ZIP: 10019

- Individual(s)
- General Partnership
- Corporate
- Other
- Association
- Limited Partnership of Delaware

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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

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 numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul A. Lee, Esq.
Internal Address: AOL Time Warner Inc.
Corporate Legal
Street Address: 75 Rockefeller Plaza, 24th Floor
City: New York State: NY ZIP: 10019

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:

20-1112

(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.

Paul A. Lee
Name of Person Signing

Paul A. Lee
Signature

June 17, 2003
Date

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

06/24/2003 6TDN11 00000150 201112 76362074

01 FC:0521 40.00 DA
02 FC:0522 100.00 DA

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

TRADEMARK
REEL: 002764 FRAME: 0286

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				

MYSTRO TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of March 31, 2003, is by and between Time Warner Entertainment Company, L.P., a Delaware limited partnership (hereinafter "TWE"), and Warner Communications Inc., a Delaware corporation (hereinafter "Holdco"). 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 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, TWE now wishes to transfer the Marks and Holdco 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. TWE, on behalf of itself and each of its Subsidiaries, does hereby assign, convey, transfer and deliver to Holdco, and its successors, assigns and legal representatives or nominees, TWE'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. TWE, on behalf of itself and each of its Subsidiaries, agrees that upon request it will, at any time without charge to Holdco, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient (as determined in Holdco's sole discretion) for vesting title to the Marks 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 Marks, as applicable, in any and all countries and for vesting title thereto in Holdco, its successors, assigns, legal representatives and nominees. TWE, on behalf of itself and each of its Subsidiaries, hereby appoints Holdco 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 TWE and in the name of TWE 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, TWE agrees that upon request it will, at any time without charge to Holdco, cooperate fully with Holdco in the protection and enforcement of the Marks, including but not limited to, cooperating fully with Holdco in connection with any claims or suits brought by or against Holdco relating to the Marks 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.

TIME WARNER ENTERTAINMENT
COMPANY, L.P.

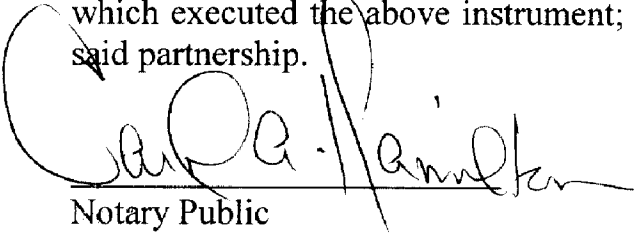
By: *Janice Cannon*
Name: Janice Cannon
Title: Assistant Secretary

WARNER COMMUNICATIONS INC.

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

State of New York)
)
County of New York) ss:

On the 17 day of June, 2003, before me came Janice Cannon, to me known, who, being by me duly sworn, did depose and say that she is Assistant Secretary of **TIME WARNER ENTERTAINMENT COMPANY, L.P.**, the partnership described in and which executed the above instrument; and that she signed her name thereto on behalf of said partnership.

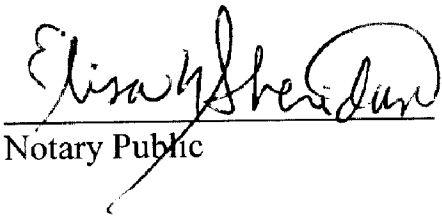


Notary Public

CAROL A. HAMILTON
Notary Public, State of New York
No. 01HA5016557
Qualified in Kings County
and New York County
Commission Expires August 18, 2005

State of New York)
)
County of New York) ss:

On the 17th day of June, 2003, before me came Douglas S. Phillips, to me known, who, being by me duly sworn, did depose and say that he is Vice President of **Warner Communications Inc.**, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said corporation.



Notary Public

ELISA N. SHERIDAN
Notary Public, State of New York
No. 31-01SH4850509
Qualified in New York County
Commission Expires Feb. 17, 2008