

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twentieth Century Fox Film Corporation		05/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fox Sports Net, LLC		
Street Address:	10706 Beaver Dam Rd.		
City:	Hunt Valley		
State/Country:	MARYLAND		
Postal Code:	21030		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3817043	PRIME TICKET	
Registration Number:	3103114	BEFORE THE BIGS	
Registration Number:	3813469	PRIME TICKET	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	mchider@gflaw.com		
Correspondent Name:	Gordon Feinblatt LLC c/o N. Himmelrich		
Address Line 1:	233 E. Redwood Street		
Address Line 4:	Baltimore, MARYLAND 21202		
NAME OF SUBMITTER:	Ned T. Himmelrich		
SIGNATURE:	/Ned T. Himmelrich/		
DATE SIGNED:	07/24/2020		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Agreement”), dated as of May 3, 2019, is entered into by and between Twentieth Century Fox Film Corporation, a Delaware corporation (“Assignor”) and Fox Sports Net, LLC, a Delaware limited liability company (“Assignee”). The foregoing parties are collectively referred to herein as the “Parties”.

WHEREAS, The Walt Disney Company, a Delaware corporation (formerly known as TWDC Holdco 613 Corp.) (“Disney”), Twenty-First Century Fox, Inc., a Delaware corporation (“Remainco”), TWDC Enterprises 18 Corp., a Delaware corporation (formerly known as The Walt Disney Company), a direct wholly owned subsidiary of Disney (“Old Disney” and, together with Remainco and Disney, “Sellers”), WDC Merger Enterprises I, Inc. and WDC Merger Enterprises II, Inc. are parties to the Amended and Restated Agreement and Plan of Merger, dated as of June 20, 2018 (the “Disney Merger Agreement”), pursuant to which Remainco merged with a subsidiary of Disney and became a direct subsidiary of Disney;

WHEREAS, in order to resolve certain antitrust concerns raised by the DOJ, Disney has agreed to sell (or cause to be sold) the Divestiture Assets, as defined in the DOJ Action, (the “RSN Divestiture”) in accordance with the Proposed Final Judgment filed in United States v. The Walt Disney Company and Twenty-First Century Fox, Inc. in the Southern District of New York, Case No. 1:18-cv-05800 on June 27, 2018 (the “DOJ Action”);

WHEREAS, in connection with the contemplated RSN Divestiture, Sellers desire to assign to Fox Sports Net, LLC, certain Divestiture Assets owned by the Sellers.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effectiveness. This Agreement shall be effective as of 7:00am (EST) on May 3, 2019 (the “Effective Time”).
2. Defined Terms. As used in this Agreement, the following terms shall have the meanings specified below:
 - (a) “Assigns” or “Assignment” means, with respect to any asset, the transfer and assignment of all right, title and interest in and to such asset.
 - (b) “Trademark Assets” means, with respect to the assets set forth on Schedule 1 hereto, any of Assignor’s right, title, and interest in and to the trademark registrations, the goodwill of the business symbolized by the marks, all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing, all claims and causes of action with respect to any of the foregoing and all other rights, privileges, protections or obligations, liabilities and

responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

3. Assignment and Assumption. Subject to the terms and conditions set forth herein and consummated in the order set forth below:

(a) Assignor Assignment. Assignor hereby irrevocably Assigns and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademark Assets.

(b) Assumption. Subject to the terms and conditions set forth herein, the Assignee hereby unconditionally accepts the Assignment and, without limiting the foregoing, assumes and agrees to assume all of the duties, liabilities and obligations of the Assignor with respect to the Trademark Assets, and to satisfy, pay, perform and discharge, as and when due, all of the obligations of the Assignor with respect to the Trademark Assets and, as and when due, all of the liabilities and obligations of Assignor in connection therewith.

4. Miscellaneous.

(a) Further Assurances.

(i) From and after the date hereof, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder; and

(ii) The Assignor shall take such steps and actions, and shall provide such cooperation and assistance, to the Assignee and its successors, assigns, and legal representatives (including executing and delivering any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents) as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademark Assets to the Assignee, or any of the Assignee's successors or assigns. Notwithstanding anything to the contrary in any such document, to the extent of any conflict or inconsistency between this Agreement and such instrument, this Agreement shall control.

(b) Disclaimer of Representations and Warranties. EACH PARTY (ON BEHALF OF ITSELF AND ITS AFFILIATES) ACKNOWLEDGES AND AGREES THAT THE TRADEMARK ASSETS ARE BEING TRANSFERRED ON AN "AS IS, WHERE

IS” BASIS, EACH PARTY ASSUMES ALL RISKS AND LIABILITIES ARISING FROM OR RELATING TO ITS USE OF, AND RELIANCE UPON, THE TRADEMARK ASSETS, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES IN RESPECT OF THE TRADEMARK ASSETS OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND EACH PARTY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE TRADEMARK ASSETS, INCLUDING THE NON-INFRINGEMENT OR ABSENCE OF OTHER VIOLATION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE TRADEMARK ASSETS.

- (c) Entire Agreement. This Agreement, including any exhibits and schedules hereto, contain all of the terms and conditions agreed upon or made by the Parties relating to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties or their representatives, oral or written, respecting such subject matter.
- (d) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (i) a suitable and equitable provision negotiated in good faith by the Parties shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not, subject to clause (i) above, be affected by such invalidity or unenforceability, except as a result of such substitution, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.
- (e) Amendment and Modification. No amendment to or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
- (f) No Waiver. The failure of any Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a

similar subsequent failure to perform any such term or condition by the other Party. No waiver shall be effective unless it has been given in writing and signed by the Party giving such waiver.

- (g) Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or by attachment to electronic mail in portable document format (PDF)), each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties hereto.
- (h) Dispute Resolution. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Commercial Division of the Supreme Court of the State of New York, New York County and the United States District Court for the Southern District of New York over any and all claims, disputes, controversies or disagreements between the Parties or any of their respective successors and assigns under or related to this Agreement.
- (i) Third Party Beneficiaries. This Agreement is solely for the benefit of each Party and its respective affiliates, successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other person, and should not be deemed to confer upon any third party any remedy, claim, liability, reimbursement, proceedings or other right in excess of those existing without reference to this Agreement.
- (j) Governing Law. This Agreement, and any dispute arising out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to the conflicts of laws principles thereof.

[Signature page follows. The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Time.

Twentieth Century Fox Film Corporation

By 
Name: James M. Kapenstein
Title: President

Fox Sports Net, LLC

By _____
Name:
Title:


(Signature Page to Trademark Assignment)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Time.

Twentieth Century Fox Film Corporation

By _____
Name:
Title:

Fox Sports Net, LLC

By  _____
Name: *Jeffrey K. ...*
Title: *President*

(Signature Page to Trademark Assignment)

SCHEDULE 1

TRADEMARK ASSETS

Twentieth Century Fox Film Corporation

Registration No.	Country	Mark	Registration Date	Status	International Class
3817043	USA	PRIME TICKET	July 13, 2010	Registered	41
3103114	USA	BEFORE THE BIGS	July 13, 2006	Registered	41
3813469	USA	PRIME TICKET	July 6, 2010	Registered	38