

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blockbuster Inc.		05/27/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Blockbuster L.L.C.
Street Address:	9601 S. Meridian Blvd.
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 95

Property Type	Number	Word Mark
Registration Number:	1606783	AMERICA'S FAMILY VIDEO STORE
Registration Number:	1131418	BLOCK BUSTER
Registration Number:	1868690	BLOCKBUSTER
Registration Number:	1738553	BLOCKBUSTER
Registration Number:	1601598	BLOCKBUSTER
Registration Number:	1802394	BLOCKBUSTER
Registration Number:	1771243	BLOCKBUSTER
Registration Number:	2970581	BLOCKBUSTER
Registration Number:	1873269	BLOCKBUSTER
Registration Number:	1891727	BLOCKBUSTER
Registration Number:	3661761	BLOCKBUSTER
Registration Number:	1491589	BLOCKBUSTER
Registration Number:	2135572	BLOCKBUSTER
Registration Number:	2175057	BLOCKBUSTER

CH \$2390.00 1606783

900194516

**TRADEMARK
 REEL: 004563 FRAME: 0247**

Registration Number:	2915473	BLOCKBUSTER ENTERTAINMENT PASS
Registration Number:	2981072	BLOCKBUSTER GAME PASS
Registration Number:	2981186	BLOCKBUSTER GAME PASS
Registration Number:	2049663	BLOCKBUSTER GIFTCARD
Registration Number:	1575714	BLOCKBUSTER KIDS
Registration Number:	1601492	BLOCKBUSTER KIDS
Registration Number:	1637878	BLOCKBUSTER KIDS
Registration Number:	1652678	BLOCKBUSTER KIDS
Registration Number:	3493765	BLOCKBUSTER MEDIA
Registration Number:	3493766	BLOCKBUSTER MEDIA
Registration Number:	2967024	BLOCKBUSTER MOVIE PASS
Registration Number:	2967198	BLOCKBUSTER MOVIE PASS
Registration Number:	2953470	BLOCKBUSTER NIGHT
Registration Number:	3666315	BLOCKBUSTER ONDEMAND
Registration Number:	2993353	BLOCKBUSTER ONLINE
Registration Number:	2852330	BLOCKBUSTER PREVIOUSLY PLAYED GAMES
Registration Number:	1603163	BLOCKBUSTER VIDEO
Registration Number:	1684399	BLOCKBUSTER VIDEO
Registration Number:	1736470	BLOCKBUSTER VIDEO
Registration Number:	1684470	BLOCKBUSTER VIDEO
Registration Number:	1723840	BLOCKBUSTER VIDEO
Registration Number:	1710127	BLOCKBUSTER VIDEO
Registration Number:	1962792	BLOCKBUSTER VIDEO
Registration Number:	2022821	
Registration Number:	1601597	BLOCKBUSTER VIDEO
Registration Number:	1721375	BLOCKBUSTER VIDEO
Registration Number:	1721846	BLOCKBUSTER VIDEO
Registration Number:	1413706	BLOCKBUSTER VIDEOS
Registration Number:	1630441	BLOCKBUSTER VIDEO
Registration Number:	1806588	BLOCKBUSTER VIDEO
Registration Number:	2357416	BLOCKBUSTER.COM
Registration Number:	2771627	CARL
Registration Number:	2757530	CARL & RAY
Registration Number:	2763900	CARL & RAY
Registration Number:	2319555	CHART BURNERS

	2684721	CIRCUS FRESH
Registration Number:	2763968	DVD FREEDOM PASS
Registration Number:	2824114	FILMCADDY
Registration Number:	2814234	FILM CADDY
Registration Number:	2868799	GAME FREEDOM PASS
Registration Number:	2904327	GAME FREEDOM PASS
Registration Number:	2981932	GAME RUSH
Registration Number:	3004796	GAME RUSH
Registration Number:	2763969	GAMES FREEDOM PASS
Registration Number:	1667226	KIDPRINT
Registration Number:	3095522	LIFE AFTER LATE FEES
Registration Number:	1852673	MAKE IT A BLOCKBUSTER NIGHT
Registration Number:	2063182	MAKE IT A BLOCKBUSTER...
Registration Number:	3629427	MOVIE CLIQUE
Registration Number:	2763967	MOVIE FREEDOM PASS
Registration Number:	2982247	MOVIE STORE AT YOUR DOOR
Registration Number:	2867637	MOVIELINK
Registration Number:	2778608	M
Registration Number:	2877725	MOVIES IN MINUTES
Registration Number:	3020905	MY Q AT A GLANCE MOVIES IN QUEUE: MANAGE QUEUE
Registration Number:	3014124	MY Q
Registration Number:	3383942	ONLINE RENTING WITHOUT THE WAIT
Registration Number:	1578172	PAUSE
Registration Number:	2964263	PLAY IT FLIP IT
Registration Number:	1605145	PLAYER BLOCKBUSTER
Registration Number:	1724470	
Registration Number:	1591360	QUIK DROP
Registration Number:	2805886	REINVENT THE WAY YOU RENT
Registration Number:	3093128	RENTING IS BETTER THAN EVER
Registration Number:	1601604	SLO-MO
Registration Number:	1614418	STOPPER BLOCKBUSTER
Registration Number:	1618072	
Registration Number:	1623086	
Registration Number:	1607738	
Registration Number:	1607739	

	1600084	WOW! WHAT A DIFFERENCE
Registration Number:	1600094	YOUTH RESTRICTED VIEWING
Registration Number:	1605146	REWIND BLOCKBUSTER
Serial Number:	77694664	ANY WAY YOU WANT IT
Serial Number:	77646349	BLOCKBUSTER PREMIERE
Serial Number:	77646357	BLOCKBUSTER PREMIERE
Serial Number:	77308278	BLOCKBUSTER TOTAL ACCESS
Serial Number:	77037455	BLOCKBUSTER TOTAL ACCESS
Serial Number:	77758250	ESCAPE IN
Serial Number:	77544665	THAT'S A HOLIDAY WRAP
Serial Number:	77544685	THAT'S A HOLIDAY WRAP

CORRESPONDENCE DATA

Fax Number: (303)723-2588
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303.723.1616
Email: ipdept@dishnetwork.com
Correspondent Name: Max S. Gratton
Address Line 1: DISH Network LLC, 9601 S. Meridian Blvd.
Address Line 2: Legal Department
Address Line 4: Englewood, COLORADO 80112

ATTORNEY DOCKET NUMBER:	BB TM ASSIGNMENTS
NAME OF SUBMITTER:	Aaron Dobberstein
Signature:	/Aaron Dobberstein/
Date:	06/16/2011

Total Attachments: 8
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of May ____, 2011, is entered into by and between Blockbuster Inc., a Delaware corporation ("Assignor"), and Blockbuster L.L.C., a Colorado limited liability company ("Assignee").

WHEREAS, Assignor and DISH Network Corporation, a Nevada corporation ("DISH") are parties to that certain Amended and Restated Asset Purchase and Sale Agreement, dated as of April 20, 2011 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to DISH the Assigned Marks (as defined below); and

WHEREAS, on April 21, 2011, DISH assigned its rights and obligations under the Purchase Agreement pursuant to Section 12.14 thereof to Assignee.

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Purchase Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Assigned Marks. "Assigned Marks" means the registrations and applications for registration for trademarks, service marks, certification marks, collective marks, trade names, business names, assumed names, d/b/a's, fictitious names, brand names, trade dress, logos, symbols and corporate names, and general intangibles of a like nature and other indicia of origin or quality, in word mark, stylized and/or design formats, which are listed on Attachment 1 attached hereto.

2. Assignment. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Assigned Marks, together with the goodwill associated with and symbolized by each of the Assigned Marks and all rights, claims and privileges pertaining to any of the Assigned Marks, including, without limitation, the right to sue and recover damages for past, present and future infringement of any of the Assigned Marks and the right to prosecute and maintain trademark and service mark registrations and applications for any of the Assigned Marks.

3. Successors and Assigns. This Trademark Assignment shall be binding solely upon and inure to the benefit of the parties and their respective successors and permitted assigns.

4. Severability. If any term or provision of this Trademark Assignment is invalid, illegal or incapable of being enforced by law or public policy, all other terms and provisions hereof shall nevertheless remain in full force and effect so long as the legal substance of the transactions herein is not affected in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Trademark Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions herein are consummated as originally contemplated to the greatest extent possible.

5. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provision that would require the application of the law of any other jurisdiction.

6. Recordation. The Assignor authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other similar evidence or forms of industrial property protection on applications as aforesaid, to issue the Assigned Marks to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

7. Counterparts. This Trademark Assignment may be executed and delivered (including, without limitation, by electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

ASSIGNEE:

BLOCKBUSTER INC.

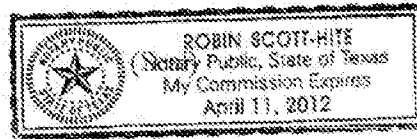
BLOCKBUSTER L.L.C.

By: B. Lewis
Name: BRUCE LEWIS
Title: SENIOR VICE PRESIDENT

By: _____
Name: _____
Title: _____

On this 27th day of May, 2011, before me a notary public in and for the county of Dallas in the State of Texas, appeared Bruce Lewis who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.

Robin Scott Hite
My Commission Expires: April 11, 2012
Notary Public



On this ___ day of May, 2011, before me a notary public in and for the county of _____ in the State of _____, appeared _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.

My Commission Expires: _____ (Seal)
Notary Public

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:
BLOCKBUSTER INC.

ASSIGNEE
BLOCKBUSTER L.L.C.

By:
Name:
Title:

By: [Signature]
Name: Michael Kelly
Title: President

On this 8 day of May, 2011, before me a notary public in and for the county of DOUGLAS in the State of COLORADO, appeared MICHAEL KELLY who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.

[Signature]
My Commission Expires: 10/25/14
Notary Public

(Seal)

On this ___ day of May, 2011, before me a notary public in and for the county of _____ in the State of _____, appeared _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, seals and delivered the same instrument as a free and voluntary act for the use and purposes therein set forth.

My Commission Expires: _____
Notary Public

(Seal)

ATTACHMENT 1

ASSIGNED U.S. TRADEMARK APPLICATIONS

Mark Name	Current App. No.	Current App. Date
ANY WAY YOU WANT IT	77694664	19/03/2009
BLOCKBUSTER PREMIERE	77646349	09/01/2009
BLOCKBUSTER PREMIERE	77646357	09/01/2009
BLOCKBUSTER TOTAL ACCESS	78954367	17/08/2006
BLOCKBUSTER TOTAL ACCESS	77308278	19/10/2007
BLOCKBUSTER TOTAL ACCESS & FUL	77037455	06/11/2006
ESCAPE IN	77758234	12/06/2009
ESCAPE IN	77758250	12/06/2009
THAT'S A HOLIDAY WRAP	77544665	12/08/2008
THAT'S A HOLIDAY WRAP	77544685	12/08/2008

ASSIGNED U.S. TRADEMARK REGISTRATIONS

Mark Name	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date
AMERICA'S FAMILY VIDEO STORE	73/752103	14/09/1988	1606783	17/07/1990
ARE YOU GAME ENOUGH	75/587576	12/11/1998	2342771	18/04/2000
AT FIRST LISTEN	75/684847	19/04/1999	2319557	15/02/2000
BIZ	75/501839	15/06/1998	2339918	11/04/2000
BLOCK BUSTER	73/192,414	11/7/1978	1131418	2/26/1980
BLOCKBUSTER	74/483720	28/01/1994	1868690	20/12/1994
BLOCKBUSTER	74/235863	08/01/1992	1738553	08/12/1992
BLOCKBUSTER	73/833679	25/10/1989	1601598	12/06/1990
BLOCKBUSTER	74/235862	08/01/1992	1802394	02/11/1993
BLOCKBUSTER	74/313601	14/09/1992	1771243	18/05/1993
BLOCKBUSTER	78431836	08/06/2004	2970581	19/07/2005
BLOCKBUSTER	74/426588	20/08/1993	1873269	10/01/1995
BLOCKBUSTER	74/452130	25/10/1993	1891727	25/04/1995
BLOCKBUSTER	75/143666	01/08/1996	2,048,020	25/03/1997
BLOCKBUSTER	77453895	21/04/2008	3661761	28/07/2009
BLOCKBUSTER	73/684181	11/09/1987	1491589	07/06/1988
BLOCKBUSTER & DESIGN	75/223007	09/01/1997	2,135,572	10/02/1998
BLOCKBUSTER (MACHINE FONT IN Y	75323166	11/07/1997	2175057	21/07/1998
BLOCKBUSTER ENTERTAINMENT PASS	76281389	06/07/2001	2915473	04/01/2005

Mark Name	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date
BLOCKBUSTER FAVORITES DESIGN	75/574672	21/10/1998	2528831	15/01/2001
BLOCKBUSTER FLIP CARD	78424645	25/05/2004	2981073	02/08/2005
BLOCKBUSTER GAME PASS	78424632	25/05/2004	2981072	02/08/2005
BLOCKBUSTER GAME PASS & DESIGN	78452615	19/07/2004	2981186	02/08/2005
BLOCKBUSTER GIFTCARD	74/641274	02/03/1995	2,049,663	01/04/1997
BLOCKBUSTER KIDS	73/752100	9/14/1988	1575714	1/2/1990
BLOCKBUSTER KIDS	73/835048	25/10/1989	1601492	12/06/1990
BLOCKBUSTER KIDS & DESIGN	74/042303	23/03/1990	1637878	12/03/2001
BLOCKBUSTER KIDS & DESIGN	74/042304	23/03/1990	1652678	30/07/1991
BLOCKBUSTER MEDIA	77355890	19/12/2007	3493765	26/08/2008
BLOCKBUSTER MEDIA	77355915	19/12/2007	3493766	26/08/2008
BLOCKBUSTER MOVIE GAME DESIGN,	76/095991	25/07/2000	2636563	15/10/2002
BLOCKBUSTER MOVIE PASS	78424626	25/05/2004	2967024	12/07/2005
BLOCKBUSTER MOVIE PASS & DESIG	78452628	24/05/2004	2967198	12/07/2005
BLOCKBUSTER NIGHT	78/260428	10/06/2003	2953470	17/05/2005
BLOCKBUSTER ONDEMAND	77650037	15/01/2009	3666315	11/08/2009
BLOCKBUSTER ONLINE	78/394660	01/04/2004	2993353	06/09/2005
BLOCKBUSTER PREVIEWED	75/587577	12/11/1998	2367755	18/07/2000
BLOCKBUSTER PREVIEWED DESIGN	75/574673	21/10/1998	2533241	29/01/2002
BLOCKBUSTER PREVIOUSLY PLAYED	76/128570	14/09/2000	2,852,330	15/06/2004
BLOCKBUSTER VIDEO	73/833677	25/10/1989	1603163	19/06/1990
BLOCKBUSTER VIDEO	74/175670	11/06/1991	1684399	28/04/1992
BLOCKBUSTER VIDEO	74/175662	11/06/1991	1736470	01/12/1992
BLOCKBUSTER VIDEO	74/175663	11/06/1991	1684470	28/04/1992
BLOCKBUSTER VIDEO	74/175657	11/06/1991	1723840	13/10/1992
BLOCKBUSTER VIDEO	74/175658	11/06/1991	1710127	25/08/1992
BLOCKBUSTER VIDEO & AWNING (CO	74/695728	29/06/1995	1962792	19/03/1996
BLOCKBUSTER VIDEO & AWNING (CO	74562060	17/08/1994	2022821	17/12/1996
BLOCKBUSTER VIDEO &	73/833678	25/10/1989	1601597	12/06/1990

Mark Name	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date
DESIGN				
BLOCKBUSTER VIDEO & DESIGN	74/175651	11/06/1991	1721375	06/10/1992
BLOCKBUSTER VIDEO & DESIGN	74/175654	11/06/1991	1721846	06/10/1992
BLOCKBUSTER VIDEO & DESIGN	74/175653	11/06/1991	1683794	21/04/1992
BLOCKBUSTER VIDEO & DESIGN	74/175669	11/06/1991	1684471	28/04/1992
BLOCKBUSTER VIDEO & DESIGN	73/576902	09/01/1986	1413706	14/10/1986
BLOCKBUSTER VIDEO & DESIGN (CO	73/833741	25/10/1989	1630441	01/01/1991
BLOCKBUSTER VIDEO (YELLOW LETT	74/363905	02/03/1993	1806588	23/11/1993
BLOCKBUSTER.COM	75/733099	21/06/1999	2357416	13/06/2000
BRINGING ENTERTAINMENT HOME	75/920546	07/02/2000	2518564	11/12/2001
CARL	78/134830	11/06/2002	2771627	07/10/2003
CARL & RAY	78/097658	11/12/2001	2757530	26/08/2003
CARL & RAY	76/453139	26/09/2002	2763900	16/09/2003
CHART BURNERS	75/684845	19/04/1999	2319555	15/02/2000
CIRCUS FRESH COTTON CANDY	78/041865	05/01/2001	2684721	04/02/2003
DVD FREEDOM PASS	76/461477	24/10/2002	2763968	16/09/2003
FILMCADDY	78/162436	10/09/2002	2824114	16/03/2004
FILMCADDY & TV DESIGN	78/162449	10/09/2002	2814234	10/02/2004
GAME FREEDOM PASS	76/524433	23/06/2003	2,868,799	03/08/2004
GAME FREEDOM PASS DESIGN	76/524434	23/06/2003	2904327	23/11/2004
GAME RUSH	78285788	11/08/2003	2981932	02/08/2005
GAME RUSH & DESIGN	76/551497	26/09/2003	3004796	04/10/2005
GAMERUSH	78/286451	12/08/2003	3004970	04/10/2005
GAMES FREEDOM PASS	76/461478	24/10/2002	2763969	16/09/2003
KIDPRINT	74/008819	07/12/1989	1667226	03/12/1991
LIFE AFTER LATE FEES	78644662	06/06/2005	3095522	23/05/2006
LLEVA LA DIVERSION A CASA	75/951057	03/03/2000	2,669,682	31/12/2002
MAKE IT A BLOCKBUSTER NIGHT	74/4088844	06/07/1993	1852673	06/09/2004
MAKE IT A BLOCKBUSTER...	75/112793	03/06/1996	2,063,182	20/05/1997
MOVIE CLIQUE	77323767	07/11/2007	3629427	02/06/2009

Mark Name	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date
MOVIE FREEDOM PASS	76/461476	24/10/2002	2763967	16/09/2003
MOVIE STORE AT YOUR DOOR	78/401882	14/04/2004	2982247	02/08/2005
MOVIELINK	76976663	17/09/2001	2867637	27/07/2004
Movielink DESIGN	76975825	07/06/2002	2778608	28/10/2003
MOVIES IN MINUTES	78309121	03/10/2003	2877725	24/08/2004
MY Q AT A GLANCE & QUEUE DESIG	78529735	09/12/2004	3020905	29/11/2005
MyQ & Design	78406672	22/04/2004	3014124	08/11/2005
ONLINE RENTING WITHOUT THE WAI	77037549	06/11/2006	3383942	19/02/2008
PAUSE & DESIGN	73/754308	20/09/1988	1578172	16/01/1990
PLAY IT FLIP IT	78424654	25/05/2004	2964263	28/06/2005
PLAYER & DESIGN	73/838828	13/11/1989	1605145	03/07/1990
PROFILE OF CHILD DESIGN	74/225986	26/11/1991	1724470	13/10/1992
QUICK DROP	73/758736	20/10/1988	1591360	10/04/1990
REINVENT THE WAY YOU RENT	78/170599	03/10/2002	2805886	13/01/2004
RENTING IS BETTER THAN EVER	78644678	06/06/2005	3093128	16/05/2006
SLO-MO & DESIGN	73/835179	31/10/1989	1601604	12/06/1990
STOPPER & DESIGN	73/833681	25/10/1989	1614418	18/09/1990
TICKET DESIGN	74/024372	31/01/1990	1618072	16/10/1990
TICKET DESIGN	74/024373	31/01/1990	1623086	13/11/1990
TICKET DESIGN (BLUE)	73/833718	25/10/1989	1607738	24/07/1990
TICKET DESIGN (YELLOW)	73/834014	26/10/1989	1607739	24/07/1990
WOW! WHAT A DIFFERENCE	73/833680	25/10/1989	1600084	05/06/1990
YOUTH RESTRICTED VIEWING	73/752101	14/09/1988	1600094	05/06/1990
MISC DESIGN	78535544	7/20/2004	2995113	9/13/2005
REWIND BLOCKBUSTER DESIGN	73838829	11/13/1989	1605146	7/3/1990
SLO-MO BLOCKBUSTER DESIGN	73835179	10/31/1989	1601604	6/12/1990

ASSIGNED NON U.S. TRADEMARKS

Mark Name	Country	Current App. No.	Current Appl. Date	Current Reg. No.
BLOCKBUSTER	Algeria	940508	16/05/1994	47758