

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aptiv Digital, Inc.		03/31/2009	CORPORATION: DELAWARE
Macrovision Corporation		03/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77515939	PASSTIME	
Serial Number:	77500694	SELF-PROTECTING DIGITAL CONTENT	
Serial Number:	77500697	SPDC	
Serial Number:	77588663	MEGA-DATA	
CORRESPONDENCE DATA			
Fax Number:	(206)757-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-757-8540		
Email:	michelleleibelt@dwt.com		
Correspondent Name:	Michelle Leibelt		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101-3045		
ATTORNEY DOCKET NUMBER:	88656-2		
NAME OF SUBMITTER:	Michelle Leibelt		

CH \$115.00 77515939

900130707

TRADEMARK
REEL: 003962 FRAME: 0923

Signature:	/Michelle Leibelt/
Date:	04/01/2009
Total Attachments: 5 source=Macrovision_TM_SA_dated 31MAR09#page1.tif source=Macrovision_TM_SA_dated 31MAR09#page2.tif source=Macrovision_TM_SA_dated 31MAR09#page3.tif source=Macrovision_TM_SA_dated 31MAR09#page4.tif source=Macrovision_TM_SA_dated 31MAR09#page5.tif	

Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of March 31, 2009, by APTIV DIGITAL, INC. and MACROVISION CORPORATION (individually, a “Pledgor” and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated May 2, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Supplemental Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (x) Hedging Obligations not yet due and payable, (y) obligations under Treasury Services Agreements not yet due and payable and (z) contingent indemnification obligations not yet accrued and payable) and termination of the Security Agreement or as otherwise provided in Section 11.4 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral

pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.


[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

APTIV DIGITAL, INC.
MACROVISION CORPORATION,
as Pledgors

By: _____


Name: Mark Alloy
Title: Treasurer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____

Name: Sharon Bazbaz
Title: Vice President

IN WITNESS WHEREOF, each Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

APTIV DIGITAL, INC.
MACROVISION CORPORATION,
as Pledgors

By: _____
Name: Mark Alloy
Title: Treasurer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:  _____
Name: Sharon Bazbaz
Title: Vice President

*Signature Page to
Supplemental Trademark Security Agreement*

DWT 12550405v3 0088656-000002

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademark Applications:

Owner	Status	Serial Number	Mark
Aptiv Digital, Inc.	Filed	77/515,939	PASSTIME
Macrovision Corporation	Filed	77/500,694	SELF-PROTECTING DIGITAL CONTENT
Macrovision Corporation	Filed	77/500,697	SPDC
Macrovision Corporation	Filed	77/588,663	MEGA-DATA