

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Assignment and Assumption Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gemstar Development Corporation		02/28/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TV Guide Entertainment Group, Inc.		
<b>Street Address:</b>	6922 Hollywood Boulevard		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90028		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77400388	WATCH THIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(213) 430-8308		
<b>Email:</b>	sgordon@omm.com		
<b>Correspondent Name:</b>	Shari Gordon		
<b>Address Line 1:</b>	400 S. Hope Street		
<b>Address Line 2:</b>	18th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-2899		
<b>ATTORNEY DOCKET NUMBER:</b>	510,692-34		
<b>NAME OF SUBMITTER:</b>	Melanie Tomanov		
<b>Signature:</b>	/Melanie Tomanov/		
<b>Date:</b>	09/24/2009		

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**Total Attachments: 6**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made and entered into as of February 28, 2009 (the "Agreement Date") by and between Gemstar Development Corporation, a California corporation ("Assignor") and TV Guide Entertainment Group, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Gemstar-TV Guide International, Inc. and certain of its affiliates have entered into an Equity Purchase Agreement dated as of January 5, 2009 (the "Purchase Agreement");

**WHEREAS**, Assignor owns the trademarks listed on Attachment 1 hereto and incorporated herein by reference, (collectively, the "Trademarks"); and

**WHEREAS**, Assignor wishes to assign, transfer, and convey to Assignee, and Assignee wishes to assume and accept from Assignor all of Assignor's right, title, interest, and obligations in and to the Trademarks and all goodwill associated therewith;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor is the record owner of the Trademarks. Assignor hereby assigns, transfers, and conveys to the Assignee, and Assignee does hereby accept from Assignor all of Assignor's right, title and interest in and to the Trademarks and all goodwill associated therewith, and any and all causes of action which Assignor now has or hereafter may have for any past, present or future infringement or interference with any of the Trademarks.

2. Further Assurances. Upon request by Assignee and at Assignee's sole expense, Assignor agrees to provide Assignee with such further reasonable assistance as may be necessary to more effectively convey to and confirm Assignee's title in the Trademarks, including but not limited to executing, delivering, and recording other instruments of transfer, conveyance, and assignment.

3. Governing Law. This Agreement will be governed by and construed in accordance with the law of State of California without regard to the choice of law principles thereof.

4. Amendment. This Agreement may be amended only by an instrument in writing signed by both parties hereto.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings of such parties in connection therewith.

7. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks that have been registered.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first above written.

**ASSIGNOR:**

**GEMSTAR DEVELOPMENT CORPORATION**

By: Stephen Yu

Name: Stephen Yu

Title: EVP and Secretary

State of \_\_\_\_\_

County of \_\_\_\_\_ ss:

Before me personally appeared said \_\_\_\_\_ and acknowledged the foregoing instrument to be his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

*see attached Acknowledgment*

\_\_\_\_\_  
(Notary Public)

[Assignment and Assumption Agreement Signature Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first above written.

**ASSIGNEE:**

**TV GUIDE ENTERTAINMENT GROUP, INC.**

By:



Name: B. James Gladstone

Title: Executive Vice President

*[Assignment and Assumption Agreement Signature Page]*

ATTACHMENT 1

MARK	COUNTRY	FILED	SERIAL #	REG. DATE	REG. #	CLASS	STATUS
WATCH THIS	USA	2/19/2008	77/400388			41	Filed

CC1:813924.1

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara }

On 9/08/2009 before me, Margaret M. Churchill, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephen Yu  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Margaret M. Churchill  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

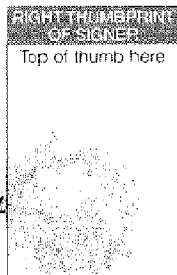
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

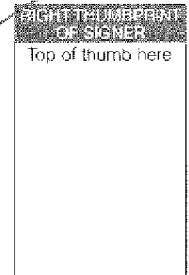
Title or Type of Document: Assignment and Assumption Agreement  
 Document Date: February 28, 2009 Number of Pages: 3 pgs, not including acknowledgements  
 Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Stephen Yu  
 Individual  
 Corporate Officer — Title(s): EVP + Secretary  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: Gemstar Development Corporation

Signer Is Representing: \_\_\_\_\_