

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--------------------------------------------------------------------------------------|----------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gemstar Development Corporation | | 02/28/2009 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | TV Guide Entertainment Group, Inc. | | |
| Street Address: | 1800 North Highland Avenue | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90028 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77416204 | TV GUIDE NETWORK ON DEMAND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)235-9493 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-596-9000 | | |
| Email: | trademarks@ropesgray.com | | |
| Correspondent Name: | Erica M. Fischer, Ropes & Gray LLP | | |
| Address Line 1: | 1211 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 107417-0001 77416204 ASG2 | | |
| NAME OF SUBMITTER: | Erica M. Fischer | | |
| Signature: | /Erica M. Fischer/ | | |
| Date: | 11/09/2009 | | |

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Total Attachments: 9

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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 (a) the trademark license agreement attached hereto as Attachment 1 and incorporated herein by reference (the "Magazine Trademark License"), as well as the trademarks listed on Exhibit A to the Magazine Trademark License and (b) the trademarks listed on Attachment 2 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, the Magazine Trademark License and 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. Assumption. As of the Agreement Date, Assignee hereby undertakes, assumes, and agrees to perform or discharge to the extent not heretofore performed and not heretofore required to be performed or discharged the contractual obligations of Assignor under the Magazine Trademark License with respect to the Trademarks. Nothing contained herein shall be construed to impose upon Assignee any liability for any default by Assignor or any breach of representation or warranty, or any act or omission (or alleged breach, act or omission) of Assignor with respect to the Trademarks prior to the Agreement Date, including without limitation under the Magazine Trademark License.

3. 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.

4. 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.

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

6. 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.

7. 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.

[Signature Page Follows]

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

ASSIGNOR:

GEMSTAR DEVELOPMENT CORPORATION

By: Stephen J

Name: Stephen J

Title: Secretary

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

ASSIGNEE:

TV GUIDE ENTERTAINMENT GROUP, INC.

By: Stephen Yu

Name: Stephen Yu

Title: Secretary

ATTACHMENT 1
MAGAZINE TRADEMARK LICENSE AGREEMENT

ATTACHMENT 2

| MARK | COUNTRY | FILED | SERIAL # | REG. DATE | REG. # | CLASS | STATUS |
|-------------------|----------------|------------|-------------|------------|---------|-------------|------------|
| TV GUIDE | Venezuela | 3/30/1999 | 5376-99 | 7/7/2000 | S013283 | 38 | Registered |
| TV GUIDE | Venezuela | 3/30/1999 | 5377-99 | 7/7/2000 | S013284 | 41 | Registered |
| TV GUIDE | Venezuela | 3/30/1999 | 1999005378 | 7/7/2000 | S013285 | 35 | Registered |
| TV GUIDE | Peru | 1/8/1999 | 77082 | 4/29/1999 | 17698 | 41 | Registered |
| TV GUIDE | Peru | 1/8/1999 | 77079 | 5/31/1999 | 17920 | 38 | Registered |
| TV GUIDE | Peru | 1/8/1999 | 77080 | 5/31/1999 | 17921 | 35 | Registered |
| TV GUIDE | Mexico | 2/7/2006 | 764474 | | | 41 | Closed |
| TV GUIDE | Mexico | 3/22/1999 | 368417 | 8/27/1999 | 619906 | 35 | Registered |
| TV GUIDE | Mexico | 3/22/1999 | 368418 | 8/27/1999 | 619907 | 41 | Registered |
| TV GUIDE | Mexico | 3/22/1999 | 368422 | 8/27/1999 | 619908 | 38 | Registered |
| TV GUIDE | Mexico | 2/7/2006 | 764479 | 2/27/2006 | 922434 | 9 | Registered |
| TV GUIDE | Indonesia | 11/9/2006 | 2006036307- | | | 38 | Filed |
| TV GUIDE | Indonesia | 11/9/2006 | 2006036305- | | | 41 | Filed |
| TV GUIDE | Honduras | 4/20/1999 | 5153/99 | 12/20/1999 | 5.674 | 35 | Registered |
| TV GUIDE | Honduras | 4/20/1999 | 5154/99 | 12/20/1999 | 5.675 | 38 | Registered |
| TV GUIDE | Honduras | 4/20/1999 | 5155/99 | 12/20/1999 | 5.676 | 41 | Registered |
| TV GUIDE | Dominican R | 2/16/1999 | N/A | 5/30/1999 | 104562 | 35 38 41 | Registered |
| TV GUIDE | Colombia | 3/29/1999 | 99018913 | 2/14/2000 | 254938 | 41 | Registered |
| TV GUIDE | Colombia | 3/29/1999 | 99018915 | 3/30/2000 | 250283 | 35 | Registered |
| TV GUIDE | Colombia | 3/29/1999 | 99018908 | 8/17/2000 | 250217 | 38 | Registered |
| TV GUIDE | Brazil | 4/9/1999 | 821544497 | | | 38.1 | Closed |
| TV GUIDE | *United States | 10/2/1978 | 73/187740 | 7/1/1980 | 1137497 | 35 | Registered |
| TV GUIDE | *United States | 3/3/1997 | 75/250200 | 3/10/1998 | 2142554 | 38 | Registered |
| TV GUIDE | *United States | 5/29/1992 | 74280699 | 4/27/1993 | 1767448 | 38 | Registered |
| TV GUIDE | *United States | 3/3/1997 | 75250200 | 3/10/1998 | 2142554 | 38 | Registered |
| TV GUIDE | *United States | 10/22/2003 | 76553315 | 10/18/2005 | 3006957 | 35 38 41 | Registered |
| TV GUIDE & Design | Venezuela | 3/30/1999 | 1999005391 | 9/28/2000 | S014040 | 38 | Registered |
| TV GUIDE & Design | Venezuela | 3/30/1999 | 1999005392 | 9/28/2000 | S014041 | 35 | Registered |
| TV GUIDE & Design | Venezuela | 3/30/1999 | 1999005393 | 9/28/2000 | S014042 | 41 | Registered |
| TV GUIDE & Design | Panama | 3/24/1999 | 99640 | 3/24/1999 | 99640 | 38 | Registered |
| TV GUIDE & Design | Panama | 3/24/1999 | 99641 | 3/24/1999 | 99641 | 41 | Registered |
| TV GUIDE & Design | Panama | 3/24/1999 | 99642 | 3/24/1999 | 99642 | 35 | Registered |
| TV GUIDE & Design | Nicaragua | 3/23/1999 | 9900875 | 12/11/2000 | 45614 | 35 | Registered |
| TV GUIDE & Design | Nicaragua | 3/23/1999 | 9900876 | 12/11/2000 | 45615 | 38 | Registered |

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|----------------------------|---------------|------------|-----------|------------|---------|-------------|------------|
| TV GUIDE & Design | Nicaragua | 3/23/1999 | 9900877 | 12/11/2000 | 45616 | 41 | Registered |
| TV GUIDE & Design | Mexico | 3/22/1999 | 368423 | 5/27/1999 | 611279 | 38 | Registered |
| TV GUIDE & Design | Mexico | 3/22/1999 | 368425 | 5/27/1999 | 611280 | 41 | Registered |
| TV GUIDE & Design | Mexico | 3/22/1999 | 368424 | 1/31/2003 | 776428 | 35 | Registered |
| TV GUIDE & Design | Honduras | 4/13/1999 | 4867-99 | 12/27/2000 | 7.313 | 41 | Registered |
| TV GUIDE & Design | Honduras | 4/13/1999 | 4868-99 | 1/17/2001 | 7.389 | 35 | Registered |
| TV GUIDE & Design | El Salvador | 3/12/1999 | 1680/99 | 8/14/2001 | 190/136 | 41 | Registered |
| TV GUIDE & Design | El Salvador | 3/12/1999 | 1681/99 | 8/14/2001 | 228/136 | 38 | Registered |
| TV GUIDE & Design | El Salvador | 3/12/1999 | 167999 | 1/15/2004 | 175/181 | 35 | Registered |
| TV GUIDE & Design | Costa Rica | 3/25/1999 | 2281-99 | 11/8/1999 | 117003 | 38 | Registered |
| TV GUIDE & Design | Costa Rica | 3/25/1999 | 2282-99 | 11/8/1999 | 117004 | 41 | Registered |
| TV GUIDE & Design | Costa Rica | 3/25/1999 | 2280-99 | 11/8/1999 | 117005 | 35 | Registered |
| TV GUIDE & Design | Colombia | 3/29/1999 | 99018910 | 2/4/2000 | 223737 | 35 | Registered |
| TV GUIDE & Design | Colombia | 3/29/1999 | 99018909 | 2/4/2000 | 223738 | 41 | Registered |
| TV GUIDE & Design | Colombia | 3/29/1999 | 99018911 | 4/27/2001 | 235380 | 38 | Registered |
| TV GUIDE & Design | Bolivia | 3/26/1999 | 3454 | 8/31/2000 | 81382 | 35 | Registered |
| TV GUIDE & Design | Bolivia | 3/26/1999 | 3453 | 8/31/2000 | 81383 | 38 | Registered |
| TV GUIDE & Design | Bolivia | 3/26/1999 | 3452 | 8/31/2000 | 81384 | 41 | Registered |
| TV GUIDE & Design | Argentina | 3/10/1999 | 2207068 | 4/7/2004 | 1977330 | 35 | Registered |
| TV GUIDE & Design | Argentina | 3/10/1999 | 2207069 | 4/7/2004 | 1977331 | 38 | Registered |
| TV GUIDE & Design | Argentina | 3/10/1999 | 2207070 | 7/19/2004 | 1985496 | 41 | Registered |
| TV GUIDE & Design | United States | 6/18/1999 | 75/732424 | 4/2/2002 | 2554596 | 35 38 41 | Closed |
| TV GUIDE & Design | Honduras | 4/13/1999 | 4869-99 | 9/22/2000 | 6.065 | 38 | Registered |
| TV GUIDE & Design | Dominican R. | 2/16/1999 | N/A | 5/30/1999 | 104561 | 35 38 41 | Registered |
| TV GUIDE & Design | United States | 3/31/1997 | 75/250201 | 3/17/1998 | 2144499 | 38 | Registered |
| TV GUIDE & Design (3-D) | Mexico | 2/7/2006 | 764475 | 9/19/2007 | 1002864 | 41 | Registered |
| TV GUIDE & Design (3-D) | Mexico | 2/7/2006 | 764478 | 4/21/2006 | 929894 | 9 | Registered |
| TV GUIDE & Design (3-D) | Mexico | 2/7/2006 | 764476 | 8/28/2006 | 949060 | 38 | Registered |
| TV GUIDE & Design (3-D) | United States | 11/30/2005 | 78/763726 | 1/2/2007 | 3192529 | 9 | Registered |
| TV GUIDE & Design (in red) | Japan | 4/17/1997 | 107791/97 | 4/21/2000 | 4377286 | 9 38 | Registered |
| TV GUIDE & Design (in red) | Japan | 6/21/1999 | 11-055081 | 9/19/2003 | 4710462 | 41 | Registered |
| TV GUIDE (Stylized) | Benelux | 3/1/1991 | 760454 | 3/1/2001 | 496139 | 16 | Registered |
| AMERICA'S NEXT PRODUCER | USA | 4/27/2007 | 77/167932 | | | 41 | Closed |
| CLOSE UP | USA | 10/3/2007 | 77/294945 | | | 41 | Filed |
| FASHION TEAM | USA | 10/3/2007 | 77/294960 | | | 41 | Filed |
| INFANITY | USA | 10/3/2007 | 77/294953 | 5/20/2008 | 3430961 | 41 | Registered |
| MAKING NEWS | USA | 4/27/2007 | 77/167958 | 2/19/2008 | 3386148 | 41 | Registered |
| REALITY CHAT | USA | 10/3/2007 | 77/294950 | | | 41 | Filed |
| SEEING STARS | USA | 10/3/2007 | 77/294936 | 5/20/2008 | 3430960 | 41 | Registered |
| TV FOR TV FANS | USA | 2/17/2005 | 78/569848 | 12/11/2007 | 3353362 | 38 41 | Registered |

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|-----------------------------------------|---------------------|------------|------------|------------|---------|----------------|------------|
| TV GUIDE NETWORK | USA | 6/1/2007 | 77/195099 | 11/25/2008 | 3537958 | 38, 41 | Registered |
| TV GUIDE NETWORK and Design | USA | 6/1/2007 | 77/195092 | 11/25/2008 | 3577957 | 38, 41 | Registered |
| TV GUIDE NETWORK ONDEMAND | USA | 5/24/2004 | 76/594129 | | | 35 38 41 | Closed |
| TV GUIDE CHANNEL | USA | 6/18/1999 | 75/732435 | 9/10/2002 | 2616209 | 35 38 41 | Registered |
| TV GUIDE CHANNEL & Design | USA | 6/18/1999 | 75/732195 | 3/26/2002 | 2551543 | 35 38 41 | Closed |
| TV GUIDE CHANNEL & New Design | USA | 3/16/2006 | 78/839395 | 1/2/2007 | 3194043 | 38 41 | Registered |
| TV GUIDE SPOT | USA | 3/28/2005 | 78/596360 | 11/6/2007 | 3330931 | 38 41 | Registered |
| TV GUIDE ENTERTAINMENT NETWORK & Design | USA | 2/27/1997 | | 3/17/1998 | 2144495 | 42 | Closed |
| TV GUIDE ENTERTAINMENT NETWORK & Design | Community Trademark | 2/13/1997 | 467464 | 5/16/2000 | 467464 | 16 38 41 42 | Registered |
| TV GUIDE ENTERTAINMENT NETWORK | Japan | 4/17/1997 | 107792/97 | 6/11/1999 | 4281773 | 42 | Registered |
| TV GUIDE ENTERTAINMENT NETWORK | United Kingdom | 1/29/1997 | 2122244 | 1/29/1997 | 2122244 | 41 | Registered |
| TV GUIDE ONLINE & Design | USA | 6/21/1999 | 75/733328 | 7/16/2002 | 2593410 | 35 38 41 | Closed |
| MY TV GUIDE | USA | 8/15/2006 | 78/952538 | | | 38 41 | Filed |
| CABLE-TV GUIDE | USA | 10/17/1969 | 72/341070 | 3/9/1971 | 0909839 | 16 | Registered |
| TV GUIDE & Design | USA | 1/23/1957 | 72/023,107 | 8/27/1957 | 0650942 | 16 | Registered |
| TV GUIDE AWARDS | USA | 3/23/2001 | 76/230091 | 1/28/2003 | 2679876 | 41 | Registered |
| TV GUIDE AWARDS & Design (in color) | USA | 3/23/2001 | 76/230092 | 9/3/2002 | 2614635 | 41 | Registered |
| TV GUUIDE MOBILE | USA | 2/9/2006 | 78/810889 | 1/2/2007 | 3193034 | 39 41 | Registered |
| TV GUIDE NETWORK ON DEMAND | USA | 3/7/2008 | 77/416204 | | | 38 41 | Filed |
| TV GUIDE ON SCREEN | USA | 7/19/1994 | 74/551235 | 2/11/1997 | 2037478 | 41 | Registered |
| TV GUIDE ON SCREEN | USA | 4/21/2003 | 76/507930 | 10/18/2005 | 3007648 | 9 35 38 41 | Registered |
| TV GUIDE PRIME | USA | 10/22/2003 | 76/553317 | 5/31/2005 | 2956609 | 35 | Registered |
| TV GUIDE ULTIMATE SATELLITE & Design | USA | 4/17/2001 | 76/243257 | 4/20/2004 | 2833591 | 16 | Registered |
| TV GUIDE WEB GUIDE & Design | USA | 5/4/2001 | 76/251739 | 9/17/2002 | 2620551 | 35 42 | Registered |
| TV WATERCOOLER | USA | 10/3/07 | 77294968 | 10/7/08 | 3511098 | 41 | Registered |
| THE WATERCOOLER | USA | 5/20/05 | 78633997 | 7/4/06 | 3111664 | 41 | Registered |
| WATERCOOLER | USA | 7/6/05 | 78664418 | 10/31/06 | 3166711 | 38 | Registered |

