

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
TV Guide Magazine Group, Inc.		12/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gemstar Development Corporation		
Street Address:	2830 De La Cruz Boulevard		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95050		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3350112	J-GUIDE	
Registration Number:	3398883	I-GUIDE	
Registration Number:	3395255	I-GUIDE	
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:	Susan Progoff, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	003596-0280 IGUIDE ASSG		
NAME OF SUBMITTER:	Susan Progoff		
Signature:	/Susan Progoff/		

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 REEL: 004131 FRAME: 0273

Date:

01/14/2010

Total Attachments: 4

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IP ASSIGNMENT AGREEMENT

TV GUIDE MAGAZINE GROUP, INC. – GEMSTAR DEVELOPMENT CORP.

This Intellectual Property Assignment Agreement (“Agreement”) is entered into effective as of December 1, 2008 (“Effective Date”), by and between TV GUIDE MAGAZINE GROUP, INC., a Delaware Corporation (“Assignor”), and GEMSTAR DEVELOPMENT CORPORATION, a California Corporation (“Assignee”).

The parties enter into this Agreement on the basis of the following facts, intentions and understandings:

WHEREAS, Assignor and Assignee are both subsidiaries of Gemstar-TV Guide International, Inc.;

WHEREAS, Assignor desires to transfer certain assets to Assignee and Assignee desires to obtain title to those assets, which assets are identified in Section 1 hereof (“the Assets”);

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, and in consideration of certain benefits including, without limitation, certain administrative efficiencies to be realized by each party, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

(a) As of the Effective Date hereof, Assignor hereby assigns to Assignee all of Assignor’s rights, title and interest in and to the following trademarks, and any and all goodwill associated therewith:

Serial Number	Reg. Number	Mark
78952538		MY TV GUIDE
78862568	3350112	J-GUIDE
78810889	3193034	TV GUIDE MOBILE
78763726	3192529	TV GUIDE
78664418	3166711	WATERCOOLER
78633997	3111664	THE WATERCOOLER
77294968	3511098	TV WATERCOOLER
77294957		IDOL CHAT
77101147		IF IT'S ON, WE'RE ON IT
76602006	3398883	I-GUIDE
76584072	3395255	I-GUIDE
76553317	2956609	TV GUIDE PRIME
76553315	3006957	TV GUIDE

76507930	3007648	TV GUIDE ON SCREEN
76305160	2597846	CINEBOOKS
76251739	2620551	TV GUIDE WEB GUIDE
76246737	2594179	TV GUIDE VALUE SAVINGS PROGRAM V\$P
76246692	2591215	TV GUIDE VALUE SAVINGS PROGRAM
76245012	2796321	THE CABLE GUIDE
76243257	2833591	TV GUIDE ULTIMATE SATELLITE
76230092	2614635	TV GUIDE AWARDS
76230091	2679876	TV GUIDE AWARDS
75737000	2596584	TV GUIDE INTERACTIVE
75733527	2599936	TV GUIDE INTERACTIVE
75732424	2554596	TV GUIDE
75547948	2285322	FOTOFLIP
75250201	2144499	TV GUIDE
73187740	1137497	TV GUIDE
75250200	2142554	TV GUIDE
74551235	2037478	TV GUIDE ON SCREEN
74280699	1767448	TV GUIDE
74164575	1684188	SOAP OPERA GUIDE
72341070	0909839	CABLE-TV GUIDE
74280699	1767448	TV GUIDE
72023107	0650942	TV GUIDE
COMMON LAW MARK ONLY		CHEERS AND JEERS
COMMON LAW MARK ONLY		HOTLIST
COMMON LAW MARK ONLY		PHOTO BOOTH

(b) As of the Effective Date hereof, Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to the following copyrights, and any and all goodwill associated therewith:

Name	No.	Date
<u>Big book of TV Guide Word Roundups / additional cover ill. by Daniel Lish.</u>	TX0006258291	2004
<u>Big book of TV guide x-fact-o puzzles.</u>	TX0006257401	2004
<u>TV guide.</u>	TXu001025080	2002
<u>TV Guide : America's television magazine / executive editor, Roger J. Youman ... [et al.].</u>	CSN0035553	2007
<u>TV Guide : America's television magazine / executive editor, Roger J. Youman ... [et al.].</u>	CSN0035553	2006

<u>TV Guide : America's television magazine / executive editor, Roger J. Youman ... [et al.].</u>	CSN0035553	2005
<u>TV Guide : America's television magazine / executive editor, Roger J. Youman ... [et al.].</u>	CSN0035553	2004
<u>TV Guide : America's television magazine / executive editor, Roger J. Youman ... [et al.].</u>	CSN0035553	2003
<u>TV Guide : America's television magazine / executive editor, Roger J. Youman ... [et al.].</u>	CSN0035553	2002
<u>TV Guide : America's television magazine / executive editor, Roger J. Youman ... [et al.].</u>	CSN0035553	2001
<u>TV Guide : America's television magazine / executive editor, Roger J. Youman ... [et al.].</u>	CSN0035553	2000
<u>TV Guide : fifty years of television / introd. by Mary Tyler Moore ; afterword by William Shatner ; text by Mark Lasswell.</u>	TX0005595873	2002
<u>TV guide ... film & video companion / by Maitland McDonagh, Ken Fox, and the editors of the TV Guide movie database.</u>	CSN0150898	2005
<u>TV Guide guide to TV / by the editors of TV Guide.</u>	CSN0150899	2005
<u>TV guide : v. 49, no. 22.</u>	TX0005356236	2001
<u>Yet another big book of TV Guide crossword puzzles.</u>	TX0006258290	2004

(c) As of the Effective Date hereof, Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to any and all intellectual property assets not listed hereinabove, including but not limited to patents and patent applications, trademarks, service marks, copyrights, domain names, and trade secrets.

2. Assumption. As of the Effective Date hereof, Assignee accepts the assignment from Assignor and hereby assumes all right, title, and interest to, and any and all legal obligations regarding, the Assets.

IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the day and year first above written.

ASSIGNOR:

TV GUIDE MAGAZINE GROUP, INC.

By:  _____

Mark Alloy

SVP, Tax & Treasury

ASSIGNEE:

GEMSTAR DEVELOPMENT CORP.

By:  _____

Stephen Yu

EVP, General Counsel and Corporate Secretary

INTERCO FROM MAG TO GDC: