

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
	Macrovision Corporation		02/20/2008
	Trymedia Systems, Inc.		02/20/2008
	Entity Type		
	CORPORATION: DELAWARE		
	CORPORATION: DELAWARE		
RECEIVING PARTY DATA			
Name:	TM Acquisition LLC		
Street Address:	2601 Elliott Avenue		
Internal Address:	Suite 1000		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98121		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	2524458	ACTIVEMARK
	Registration Number:	3591246	TRYGAMES
CORRESPONDENCE DATA			
Fax Number:	(510)295-2401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	510-841-9800		
Email:	trademarks@cobaltlaw.com		
Correspondent Name:	Tsan Abrahamson		
Address Line 1:	918 Parker Street		
Address Line 2:	Building A21		
Address Line 4:	Berkeley, CALIFORNIA 94710		
ATTORNEY DOCKET NUMBER:	TRYMEDIA ASSIGNMENT		
NAME OF SUBMITTER:	Gregory Soltys		

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TRADEMARK
REEL: 004202 FRAME: 0690

Signature:	/Gregory Soltys/
Date:	05/10/2010
Total Attachments: 7 source=TRYMEDIA Asset Purchase Agreement#page1.tif source=TRYMEDIA Asset Purchase Agreement#page2.tif source=TRYMEDIA Asset Purchase Agreement#page3.tif source=TRYMEDIA Asset Purchase Agreement#page4.tif source=TRYMEDIA Asset Purchase Agreement#page5.tif source=TRYMEDIA Asset Purchase Agreement#page6.tif source=TRYMEDIA Asset Purchase Agreement#page7.tif	

EXECUTION COPY

ASSET PURCHASE AGREEMENT
BY AND AMONG
REALNETWORKS, INC.;
TM ACQUISITION LLC;
MACROVISION CORPORATION; AND
TRYMEDIA SYSTEMS, INC.
Dated as of FEBRUARY 20, 2008

TRADEMARK
REEL: 004202 FRAME: 0692

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "*Agreement*") entered into as of February 20, 2008 by and among RealNetworks, Inc., a Washington corporation ("*Parent*"), TM Acquisition LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent ("*Buyer*"), Macrovision Corporation, a Delaware corporation ("*Macrovision*"), and Trymedia Systems, Inc., a Delaware corporation and wholly-owned subsidiary of Macrovision ("*Trymedia*"), and together with Macrovision, the "*Sellers*"). Parent, Buyer and the Sellers are referred to individually as a "*Party*" and collectively herein as the "*Parties*."

RECITALS

The Sellers are engaged in the Business (as hereinafter defined) and desire to sell, transfer and assign to Buyer, and Buyer desires to purchase from the Sellers, the Business Assets (as hereinafter defined) upon the terms and subject to the conditions set forth herein.


NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 "*Affiliate*" of any Person means any Person that controls, is controlled by, or is under common control with such Person. As used herein, the term "*control*" (including the terms "*controlling*," "*controlled by*" and "*under common control with*") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or other interests, by contract or otherwise.

1.2 "*Ancillary Agreements*" means the Transition Services Agreement in the form attached hereto as Exhibit A (the "*Transition Services Agreement*"), the Assignment and Bill of Sale in the form attached hereto as Exhibit B (the "*Assignment and Bill of Sale*") and any other agreement entered into in connection with the transactions contemplated by this Agreement.

1.3 "*Assumed Liabilities*" means all losses, liabilities, obligations, damages, costs, expenses, deficiencies, judgments and expenses of the Business to the extent specifically set forth and described on Schedule 1.3.

1.4 "*Business*" 

1.5 "*Business Assets*" means all of the assets, properties, contracts, claims and rights of every kind and description, owned, or used or held for use in the conduct of, or relating or necessary

1.6 "*Business Contract*" shall mean any contract, agreement, undertaking or plan, whether written or unwritten, used or held for use exclusively in the operation or conduct of the Business.

1.7 "*Code*" means the Internal Revenue Code of 1986, as amended.

1.8 "*Employee*" shall mean any current employee, consultant or director of the Sellers or any subsidiary or parent company of the Sellers, who has provided services in connection with the Business.

1.9 "*Excluded Assets*" shall mean the Licensed Assets (as defined below) and the other assets, if any, set forth on Schedule 1.9.

1.10 "*Excluded Liabilities*" means all losses, liabilities, obligations, damages, costs, expenses, deficiencies, judgments and expenses of the Sellers or any of their Affiliates, whether direct or indirect, known or unknown, absolute or contingent arising under any law, rule, regulation, contract or undertaking or otherwise that are not Assumed Liabilities, including, for the avoidance of doubt, all losses, liabilities, obligations, damages, costs, expenses, deficiencies, judgments and expenses:

- (a) associated with Excluded Assets;
- (b) arising prior to the Closing Date;
- (c) associated with any litigation, claim, arbitration, investigation or other proceeding to the extent relating to the conduct of the Business or the ownership of the Business Assets prior to the Closing Date;
- (d) assumed by, retained by or agreed to be performed by Sellers or any of their Affiliates pursuant to this Agreement or any Ancillary Agreement;
- (e) relating to any benefit plan, compensation or employment arrangements of the Sellers or any of their ERISA Affiliates or relating to the Worker Adjustment and Retraining Notification Act of 1998, as amended with respect to employees of Sellers; and
- (f) set forth on Schedule 1.10.

1.11 "*Games Division*" [REDACTED]

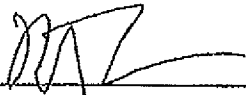
1.12 "*Governmental Entity*" shall mean any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory authority or agency.

1.13 "*Intellectual Property*" means all intellectual property, regardless of form, including without limitation: (1) published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works,

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first above written.

PARENT:

REALNETWORKS, INC.

By:  _____

Name: Robert Glaser

Title: Chief Executive Officer

BUYER:

TM ACQUISITION LLC

By: RealNetworks, Inc.

Its: Sole Member

By:  _____

Name: Robert Glaser

Title: Chief Executive Officer

Signature Page to Asset Purchase Agreement

TRADEMARK

REEL: 004202 FRAME: 0696

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first above written.

TRYMEDIA SYSTEMS, INC.

By: Stephen Yu
Name: Stephen Yu
Title: Director

Signature Page to Asset Purchase Agreement

Schedule 1.5(e) -- Intellectual Property Rights (filed)

1. Trademarks

TrademarkName	Class	Country	Status	RegDate	ExpDate	Owned By
ACTIVEMARK	9	United States	Registered	1-Jan-2002	1-Jan-2012	Macrovision
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TRYGAMES	9, 16, 25, 41, 42	United States	Pending			Macrovision
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]