

**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
TV Guide Magazine, LLC		10/25/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Hercules Technology II, L.P.
Street Address:	400 Hamilton Avenue, Suite 301
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1628245	THE CABLE GUIDE
Registration Number:	1684188	SOAP OPERA GUIDE
Registration Number:	1709955	PREMIUM CHANNELS MOVIE GUIDE
Registration Number:	2796321	THE CABLE GUIDE
Serial Number:	77101147	IF IT'S ON, WE'RE ON IT
Serial Number:	85975019	TV INSIDER
Serial Number:	85975020	TV INSIDER

**CORRESPONDENCE DATA**

Fax Number: (415)693-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4156932440  
 Email: crhem@cooley.com  
 Correspondent Name: Cooley LLP  
 Address Line 1: 101 California Street, 5th Floor

CH \$190.00 1628245

**900176728**

**TRADEMARK  
 REEL: 004410 FRAME: 0139**

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 305866-168

NAME OF SUBMITTER: C. Rhem

Signature: /CR/

Date: 11/04/2010

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 25, 2010 by and between HERCULES TECHNOLOGY II, L.P. ("Lender") and TV GUIDE MAGAZINE, LLC, a Delaware limited liability company ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under the other Loan Documents between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

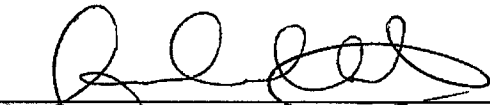
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

11 West 42<sup>nd</sup> Street, 17<sup>th</sup> Floor  
New York, NY 10036  
Attn: \_\_\_\_\_

GRANTOR:

TV GUIDE MAGAZINE, LLC

By:  \_\_\_\_\_

Title: Manager \_\_\_\_\_

Address of Lender:

Hercules Technology II, L.P.  
400 Hamilton Avenue, Suite 301  
Palo Alto, CA 94301  
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY II, L.P.

By: Hercules Technology SBIC Management, LLC, its  
General Partner

By: Hercules Technology Growth Capital, Inc., its  
Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

11 West 42<sup>nd</sup> Street, 17<sup>th</sup> Floor  
New York, NY 10036  
Attn: \_\_\_\_\_

GRANTOR:

TV GUIDE MAGAZINE, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Lender:

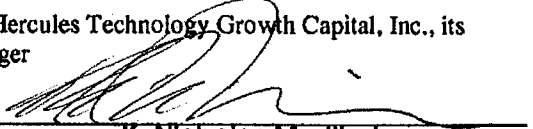
Hercules Technology II, L.P.  
400 Hamilton Avenue, Suite 301  
Palo Alto, CA 94301  
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY II, L.P.

By: Hercules Technology SBIC Management, LLC, its  
General Partner

By: Hercules Technology Growth Capital, Inc., its  
Manager

By:  \_\_\_\_\_

K. Nicholas Marlttsch  
Title: Associate General Counsel

[Signature page to Intellectual Property Security Agreement (Post Closing)]

TRADEMARK  
REEL: 004410 FRAME: 0143

EXHIBIT A

Copyrights

Registered Copyrights-Transferred as part of asset sale

<b>Registered Copyrights</b>	<b>Country</b>	<b>Current Owner</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
Big book of TV Guide Crosswords: No.1	USA	TV Guide Magazine Group, Inc.	1992	TX0003508624
Few words you should never use	USA	TV Guide Magazine Group, Inc.	1988	VA0000298239
Last year, they all agreed on a single issue. Now the issue is open again, but only until une12th	USA	TV Guide Magazine Group, Inc.	1987	VA0000283669
Make it full-bodied TV guide	USA	TV Guide Magazine Group, Inc.	1987	VA0000300355
Most controversial star on television	USA	TV Guide Magazine Group, Inc.	1988	VA0000327072
Nine classic signs of fall	USA	TV Guide Magazine Group, Inc.	1988	VA0000327071
Once again, some of the smartest advertiser in America took advantage of one of America's smartest advertising buys.	USA	TV Guide Magazine Group, Inc.	1987	VA0000287267
Portrait of Joan Collins	USA	TV Guide Magazine Group, Inc.	2000	VA0001202131
Try a martini with a TV guide twist	USA	TV Guide Magazine Group, Inc.	1988	VA0000332033
TV Guide looks at Christmas / produced by Looks At Productions in association with TV Guide, Twentieth Television, and USA Networks; directed by Kevin Burns.	USA	TV Guide Magazine Group, Inc.	1997	PA0000894305
TV Guide, neat	USA	TV Guide Magazine Group, Inc.	1988	VA0000329061
TV Guide roundup By editors of TV Guide	USA	TV Guide Magazine Group, Inc.	1960	RE0000386746
TV Guide, the first 25 years / compiled and edited by Jay S. Harris in association with the editors of TV Guide magazine.	USA	TV Guide Magazine Group, Inc.	1978	TX0000215145
We guide people to beautiful finishes as well as to happy endings	USA	TV Guide Magazine Group, Inc.	2005	CSN0150900
TV Guide--TV on DVD: the ultimate resource to television programs on DVD	USA	TV Guide Magazine Group, Inc.	1987	VA0000286895
We guide people to cars as well as car chases: TV Guide	USA	TV Guide Magazine Group, Inc.	1987	VA0000278776
We guide people to film as well as to movies	USA	TV Guide Magazine Group, Inc.	1987	VA0000286448
We guide people hot dogs as well as ball games	USA	TV Guide Magazine Group, Inc.	1987	VA0000287409
We guide people to humorists as well as to comedians	USA	TV Guide Magazine Group, Inc.	1988	VA0000300606
We guide people to major appliances as well as to the major leagues: TV Guide	USA	TV Guide Magazine Group, Inc.	1987	VA0000278778

EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

Registered Trademarks-Transferred as part of asset sale

<u>Registered Trademark</u>	<u>Country</u>	<u>Current Owner</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
The Cable Guide & Old Boxed Design	USA	TV Guide Magazine Group, Inc.	12/18/90	1628245
Soap Opera Guide	USA	TV Guide Magazine Group, Inc.	04/21/92	1684188
Premium Channels Movie Guide	USA	TV Guide Magazine Group, Inc.	08/25/92	1709955
The Cable Guide & Design	USA	TV Guide Magazine Group, Inc.	12/16/03	2796321
If It's On, We're On It	USA	TV Guide Magazine Group, Inc.	02/17/07	77101147
TV Insider	USA	TV Guide Magazine Group, Inc.	05/19/10	85975019
TV Insider and logo	USA	TV Guide Magazine Group, Inc.	05/19/10	85975020

Licensed Intellectual Property- Transferred as part of asset sale

<u>Licensed Intellectual Property-Trademarks</u>	<u>Country</u>	<u>Current Owner</u>	<u>Reg. Date</u>	<u>Reg. No. or Serial No.</u>
License to use TV GUIDE (trademark)	USA	TV Guide Entertainment Group	04/27/93	1767448
License to use TV GUIDE (logo)	USA	TV Guide Entertainment Group	10/18/05	3006957
License to use TV GUIDE MAGAZINE	USA	TV Guide Entertainment Group	Unregistered	Unregistered
TV Watercooler	USA	TV Guide Entertainment Group	10/03/07	3511098
The Watercooler	USA	TV Guide Entertainment Group	05/21/05	3111644
Watercooler	USA	TV Guide Entertainment Group	07/06/05	3166711
Idol Chat	USA	TV Guide Entertainment Group	10/03/07	77294957
Jeers and Cheers	USA	TV Guide Entertainment Group	NA	NA
Hot List	USA	TV Guide Entertainment Group	NA	NA
Photobooth	USA	TV Guide Entertainment Group	NA	NA
Data License agreement with Rovi	USA	Rovi Corporation	NA	NA
The Borrower contracts with freelance photographers and writers and receives limited rights to use that content in the magazine, online, and the promotion thereof	USA	Various Owners	NA	NA
The borrower acquires certain editorial content such as Horoscope and puzzles (Crosswords & Soduko) from individual authors via Payment Request forms that do not contain an explicit grant of intellectual property rights.	USA	Various owners	NA	NA