

Form PTO-1594 (Rev. 01-09)
Collection 0651-0027 (exp. 02/01/12)

09/15/2011



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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9/13/11

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p>See attached.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>JPMorgan Chase Bank, N.A., as Collateral Agent</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>383 Madison Avenue, Floor 24</u></p> <p>City: <u>New York</u></p> <p>State: <u>New York</u></p> <p>Country: <u>USA</u> Zip: <u>10179</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>D.C.</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s)</p> <p>Execution Date(s) <u>September 13, 2011</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	

<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No. (s) _____ See attached.</p> <p>B. Trademark Registration No. (s) _____ See attached.</p> <p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>National Corporate Research, Ltd. (NCR)</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1100 G. Street, N.W. Suite 420</u></p> <p>City: <u>Washington</u></p> <p>State: <u>D.C.</u> Zip: <u>20005</u></p> <p>Phone Number: <u>800-494-5225</u></p> <p>Fax Number: <u>800-494-7512</u></p> <p>Email Address: <u>rfahey@nationalcorp.com</u></p>	<p>6. Total number of applications and registrations involved: 86</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>2165.00</u></p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>09/15/2011 KNGUYENI 00000015 78401523 Deposit Account Number _____ 48.00 OP 01 FC:8321 Authorized User Name _____ 2125.00 OP</p>
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<p>9. Signature: _____ Signature <u>Courtney J. Mitchell</u> Name of Person Signing</p>	<p>9-13-2011 Date</p> <p>Total number of pages including cover sheet, attachments, and document: 10</p>
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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

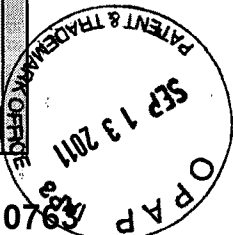
Trademark Security Agreement,
dated as of September 13, 2011

Conveying Parties

APTIV DIGITAL INC., a Delaware corporation
GEMSTAR DEVELOPMENT CORPORATION, a California corporation
ROVI CORPORATION, a Delaware corporation
ROVI DATA SOLUTIONS, INC., a Delaware corporation
ROVI SOLUTIONS CORPORATION, a Delaware corporation
ROVI TECHNOLOGIES CORPORATION, a Delaware corporation

Conveying Parties

Country	Status	Trademark Name	Appl. No.	Filing Date	Req. No.	Req. Date	Recorded Owner	Current Owner
United States	Registered	ALL GAME GUIDE	78/401523	14-Apr-2004	2957304	31-Mar-2005	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	ALL MUSIC GUIDE	75/266247	22-May-1997	2206668	1-Dec-1998	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	ALL GAME	85/008941	7-Apr-2010			Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	ALLMOVIE	85/008943	7-Apr-2010			Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	ALLMUSIC	85/008944	7-Apr-2010			Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	ALL-MUSIC GUIDE	75/027675	4-Dec-1995	2076960	8-Jul-1997	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	AMG (and Design)	75/832284	26-Oct-1999	2770550	7-Oct-2003	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	AMG	85/100400				Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	AMG ALL GAME GUIDE	76/239928	12-Apr-2001	2770713	7-Oct-2003	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	AMG ALL-MEDIA GUIDE	75/692836	28-Apr-1999	2418753	9-Jan-2001	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	AMG ALL-MEDIA GUIDE	75/532932	7-Aug-1998	2567762	7-May-2002	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	AMG ALL-MOVIE GUIDE	75/296249	22-May-1997	2174790	21-Jul-1998	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	APTIV	78/689195	9-Aug-2005	3392984	4-Mar-2008	Apitiv Digital, Inc.	Apitiv Digital, Inc.
United States	Registered	APTIV DIGITAL	78/689193	9-Aug-2005	3392983	4-Mar-2008	Apitiv Digital, Inc.	Apitiv Digital, Inc.
United States	Registered	C3 (stylized)	74/346745	8-Jan-1993	1899640	13-Jun-1995	Gemstar Development Corporation	Gemstar Development Corporation
United States	Pending	COPYBLOCK	77/747100	28-May-2009			Rovi Solutions Corporation	Rovi Solutions Corporation
United States	Registered	EBOOK & Design	76/083944	5-Jul-2000	2866848	21-Sep-2004	Gemstar Development Corporation	Gemstar Development Corporation
United States	Registered	EXPLORE MOVIES	75/426650	30-Jan-1998	2358245	13-Jun-2000	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	EXPLORE MUSIC	75/412953	2-Jan-1998	2400509	31-Oct-2000	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	G-LINK	74/522408	4-May-1994	2027454	31-Dec-1996	Gemstar Development Corporation	Gemstar Development Corporation
United States	Registered	GUIDE PLUS+	74/446183	12-Oct-1993	2219099	19-Jan-1999	Gemstar Development Corporation	Gemstar Development Corporation
United States	Registered	HAWKEYE	78/381656	10-Mar-2004	3154794	10-Oct-2006	Macrovision Corporation	Rovi Solutions Corporation
United States	Registered	HAWKEYE (and Design)	77/156803	13-Apr-2007	3460335	8-Jul-2008	Macrovision Corporation	Rovi Solutions Corporation
United States	Registered	HAWKEYE (Class 42)	78/986930	7-Sep-2006	3258795	3-Jul-2007	Macrovision Corporation	Rovi Solutions Corporation
United States	Registered	I-GUIDE	76/584072	30-Mar-2004	3395255	11-Mar-2008	Gemstar Development Corporation	Gemstar Development Corporation
United States	Registered	I-GUIDE (Stylized)	76/602006	14-Jul-2004	3398833	18-Mar-2008	Gemstar Development Corporation	Gemstar Development Corporation
United States	Registered	ISUB & Design	78/479505	7-Sep-2004	3518131	14-Oct-2008	Apitiv Digital, Inc.	Apitiv Digital, Inc.
United States	Registered	ISUBSCRIBE & Design	78/475962	30-Aug-2004	3286802	28-Aug-2007	Apitiv Digital, Inc.	Apitiv Digital, Inc.
United States	Registered	ISUBSCRIBE (Stylized)	78/475597	30-Aug-2004	3382751	12-Feb-2008	Apitiv Digital, Inc.	Apitiv Digital, Inc.
United States	Pending	JOIN THE ENTERTAINMENT	77/738215	15-May-2009	3640065	16-Jun-2009	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	LASSO	77/032343	30-Oct-2006	3640065	16-Jun-2009	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	LET US BE YOUR GUIDE	85/074858	30-Jun-2010			Rovi Technologies Corporation	Rovi Technologies Corporation
United States	Registered	MACROSAFE	76/361665	22-Jan-2002	2772378	7-Oct-2003	Macrovision Corporation	Rovi Solutions Corporation
United States	Registered	MACROVISION (2007)	76/680101	30-Jul-2007	3490922	26-Aug-2008	Rovi Solutions Corporation	Rovi Solutions Corporation
United States	Registered	MACROVISION (and Design)	76/252409	3-May-2001	2809050	27-Jan-2004	Rovi Solutions Corporation	Rovi Solutions Corporation
United States	Registered	MACROVISION (Expanded)	76/252410	3-May-2001	2792064	9-Dec-2003	Rovi Solutions Corporation	Rovi Solutions Corporation
United States	Registered	MACROVISION (Stylized)	74/439711	24-Sep-1993	1911159	15-Aug-1995	Rovi Solutions Corporation	Rovi Solutions Corporation
United States	Pending	MEGA-DATA	77/588663	8-Oct-2008			Macrovision Corporation	Rovi Corporation
United States	Registered	MUSIC MAP	75/469593	17-Apr-1998	2320323	22-Feb-2000	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	MUZE	78/904950	9-Jun-06			Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	MUZE	74/137069	7-Feb-91	1758885	16-Mar-93	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	MUZE	78/787287	9-Jan-06	3208024	13-Feb-07	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	MUZE	78/904933	9-Jun-06	3407191	1-Apr-08	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	MUZE ESSENTIAL ARTISTS	78/786480	6-Jan-06	3249151	5-Jun-07	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	MUZE STORE-PLUS FOR BODY MIND	76/468053	19-Nov-02	2955328	24-May-05	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	MUZEBOOKS	78/904956	9-Jun-06			Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.



Country	Status	Trademark Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Recorded Owner	Current Owner
United States	Registered	MUZEBOOKS	78786476	6-Jan-06	3183434	12-Dec-06	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	MUZEBOOKS OUT-OF-PRINT	78904958	9-Jun-06			Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	MUZEBOOKS OUT-OF-PRINT	78786484	6-Jan-06	3208022	13-Feb-07	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	MUZEDVD	78904959	9-Jun-06			Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	MUZEDVD	78786466	6-Jan-06	3174032	21-Nov-06	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	MUZEGAMES	78904978	9-Jun-06			Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	MUZEGAMES	76211465	16-Feb-01	2614527	3-Sep-02	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	MUZEMUSIC	78904975	9-Jun-06			Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	MUZEMUSIC	78786440	6-Jan-06	3174029	21-Nov-06	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	MUZEREELS	78883681	15-May-06	3321624	23-Oct-07	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	MUZETUNES	76231036	27-Mar-01	2703726	8-Apr-03	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	MUZEVVIDEO	78904976	9-Jun-06			Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	MUZEVVIDEO	78786490	6-Jan-06	3174034	21-Nov-06	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	PASSPORT	751531935	6-Aug-1998	3038607	10-Jan-2006	Apitiv Digital, Inc.	Apitiv Digital, Inc.
United States	Registered	PASSPORT DCT	78141500	5-Jul-2002	3386159	19-Feb-2008	Apitiv Digital, Inc.	Apitiv Digital, Inc.
United States	Registered	PASSPORT ECHO	781201457	9-Jan-2003	3159705	17-Oct-2006	Apitiv Digital, Inc.	Apitiv Digital, Inc.
United States	Pending	PASSTIME	771515939	7-Jul-2008	3796417		Apitiv Digital, Inc.	Apitiv Digital, Inc.
United States	Registered	PLUSCODE	741293512	10-Jul-1992	1839355	14-Jun-1994	Gemstar Development Corporation	Gemstar Development Corporation
United States	Registered	RIPGUARD	781439946	23-Jun-2004	3101823	6-Jun-2006	Rovi Solutions Corporation	Rovi Solutions Corporation
United States	Pending	ROVI (and Design)	771738547	15-May-2009			Rovi Solutions Corporation	Rovi Solutions Corporation
United States	Registered	SAFEAUDIO	751896929	14-Jan-2000	2681580	28-Jan-2003	Macrovision Corporation	Rovi Solutions Corporation
United States	Registered	SAFEAUTHENTICATE	761408302	13-May-2002	2792546	9-Dec-2003	Macrovision Corporation	Rovi Solutions Corporation
United States	Registered	SELF-PROTECTING DIGITAL CONTENT	771500694	17-Jun-2008	3614126	28-Apr-2009	Rovi Solutions Corporation	Rovi Solutions Corporation
United States	Registered	SOFTBOOKSTORE	751487683	19-May-1998	2951895	17-May-2005	Networks eBook LLC	Rovi Solutions Corporation
United States	Pending	SONICGUIDE	851008946	7-Apr-2010			Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	SPDC	771500697	17-Jun-2008	3614127	28-Apr-2009	Rovi Solutions Corporation	Rovi Solutions Corporation
United States	Registered	TAPESTRY	771032354	30-Oct-2006	3631887	2-Jun-2009	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	THE ENCYCLOPEDIA OF POPULAR	75523973	23-Jul-98	2267273	3-Aug-99	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	THE ENCYCLOPEDIA OF POPULAR	77845845		3875703		Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Pending	TOTALPLAY	771798074	5-Aug-2009			Rovi Technologies Corporation	Rovi Technologies Corporation
United States	Registered	TV GUIDE INTERACTIVE	781652297	16-Jun-2005	3245476	22-May-2007	Macrovision Corporation	Rovi Solutions Corporation
United States	Registered	VCR PLUS	751733527		2599936		Gemstar Development Corporation	Gemstar Development Corporation
United States	Registered	VCR PLUS +	741293077	10-Jul-1992	1796273	5-Oct-1993	Gemstar Development Corporation	Gemstar Development Corporation
United States	Registered	VCR PLUS + (stylized)	751373715	13-Oct-1997	2262232	20-Jul-1999	Gemstar Development Corporation	Gemstar Development Corporation
United States	Registered	VIDEOLOG	741079115	17-Jul-1990	1690756	2-Jun-1992	Gemstar Development Corporation	Gemstar Development Corporation
United States	Registered	WEBNOSTICS	73434812	15-Jul-83	1287905	31-Jul-84	Rovi Data Solutions, Inc.	Rovi Data Solutions, Inc.
United States	Registered	WEBNOSTICS	781145485	18-Jul-2002	2721527	3-Jun-2003	Apitiv Digital, Inc.	Apitiv Digital, Inc.

Country	Classes	Status	Substatus	Trademark Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Renewal Due	Owner
European Comm.	9, 38, 41	Abandoned	Abandoned 1/29/10	INFOMEDIA	8558819	18-Sep-2009				Rowi Technologies Corporation
Japan	26	Abandoned	Abandoned 1/26/10	MACROVISION	8223187	20-Jul-1987	2232108	31-May-1990	31-May-2010	Rowi Technologies Corporation
Brazil	40	Abandoned	Abandoned	MACROVISION	813742641	18-Sep-1987	813742641	21-Nov-1989	21-Nov-2009	Macrovision Corporation
Australia	09	Abandoned		SHOWVIEW (block letters)	588698	19-Oct-1992	588698	8-Sep-1994	19-Oct-2009	Gemstar Development Corporation
United Kingdom	16	Abandoned		SHOWVIEW (block letters)	1516418	20-Oct-1992	1516418	9-Sep-1994	20-Oct-2009	Gemstar Development Corporation
United Kingdom	41	Abandoned		SHOWVIEW (block letters)	1516419	20-Oct-1992	1516419	30-Sep-1994	20-Oct-2009	Gemstar Development Corporation
United States	41	Abandoned	Do Not Renew	FOTOFUP	75647948	3-Sep-1998	2285522	12-Oct-1999	12-Oct-2009	Gemstar Development Corporation
Japan	38, 42	Abandoned		G-INFO, in Katakana	9-184697	9-Dec-1997	4350093	14-Jan-2000	14-Jan-2010	Gemstar Development Corporation
Canada	38	Abandoned		FM CUBED	696280	3-Jan-1992	443820	16-Jun-1995		Rowi Technologies Corporation
Taiwan	42	Abandoned	Abandoned 1/14/10	MACROVISION (Expanded)	90044550	30-Oct-2001	177011	1-Feb-2003	15-Jul-2010	Rowi Solutions Corporation
Taiwan	42	Abandoned	Abandoned 1/14/10	MACROVISION (Expanded)	90044551	30-Oct-2001	177012	1-Feb-2003	15-Jul-2010	Rowi Solutions Corporation
China	42	Abandoned	Abandoned 1/14/10	MACROVISION (Chinese Characters)	9900013766	5-Feb-1999	1412911	21-Jun-2000	20-Jun-2010	Rowi Solutions Corporation
Argentina	40	Abandoned	Abandoned 1/14/10	MACROVISION	1600165	4-Jun-1987	1381150	31-May-1990	31-May-2010	Rowi Solutions Corporation
Argentina	9	Abandoned	Abandoned 1/14/10	MACROVISION	1600164	4-Jun-1987	1381960	31-May-1990	31-May-2010	Rowi Solutions Corporation
Venezuela	38	Abandoned	Abandoned 5/20/10	G GUIDE	19529-98	22-Oct-1998	126685	16-Jul-2000	15-Jul-2010	Gemstar Development Corporation
Taiwan	42	Abandoned	Abandoned 6/15/10	MACROVISION	880024500	21-May-1999	2251749	30-Jul-1990	30-Jul-2010	Macrovision Corporation
Japan	11	Abandoned	Abandoned 6/15/10	MACROVISION	8223087	20-Jul-1987	2867155	27-Jul-2004	27-Jul-2014	Rowi Data Solutions, Inc.
United States	41	Abandoned	Abandoned 6/15/10	AMG SONICGUIDE	761235164	4-Apr-2001	609421	31-Jan-1995	17-Aug-2010	Gemstar Development Corporation
Australia	38	Abandoned	Abandoned 7/27/10	GEMSTAR	609421	17-Aug-1993	609421	31-Jan-1995	17-Aug-2010	Gemstar Development Corporation
Australia	41	Abandoned	Abandoned 7/27/10	GEMSTAR	609422	17-Aug-1993	609422	31-Jan-1995	17-Aug-2010	Gemstar Development Corporation
Malaysia	16	Abandoned	Abandoned 7/27/10	GEMSTAR	9306784	2-Sep-1993	9306784	2-Sep-1993	2-Sep-2010	Gemstar Development Corporation
Brazil	16	Abandoned	Abandoned 7/27/10	PLUSCODE (stylized)	817028790	6-Jan-1993	817028790	22-Aug-2000	21-Aug-2010	Gemstar Development Corporation
India	16	Abandoned	Abandoned 7/27/10	G CODE	606878	15-Sep-1993	606878	13-Jun-2003	15-Sep-2010	Gemstar Development Corporation
Japan	38, 42	Abandoned	Abandoned 7/27/10	Miscellaneous Design	11-032125	12-Apr-1999	4416504	14-Sep-2000	14-Sep-2010	Gemstar Development Corporation
Japan	38, 42	Abandoned	Abandoned 7/27/10	Miscellaneous Design	11-032126	12-Apr-1999	4416505	14-Sep-2000	14-Sep-2010	Gemstar Development Corporation
China	42	Registered	Abandoned 9/3/10	MACROVISION	9900051346	1-Jun-1999	1442857	7-Sep-2000	6-Sep-2010	Macrovision Corporation

Trademark Security Agreement

Trademark Security Agreement, dated as of September 13, 2011, by APTIV DIGITAL, INC., a Delaware corporation, GEMSTAR DEVELOPMENT CORPORATION, a California corporation, ROVI CORPORATION, a Delaware corporation, ROVI DATA SOLUTIONS, INC., a Delaware corporation, ROVI SOLUTIONS CORPORATION, a Delaware corporation, and ROVI TECHNOLOGIES, CORPORATION, Delaware corporation (individually, a "Pledgor" and, collectively, the "Pledgors"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of February 7, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) ~~all Proceeds of any and all of the foregoing (other than Excluded Property).~~

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (x) Hedging Obligations not yet due and payable, (y) obligations under Treasury Services Agreements not yet due and payable and (z) contingent indemnification obligations not yet accrued and payable) and termination of the Security Agreement or as otherwise provided in Section 11.4 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

... shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

APTIV DIGITAL, INC.
GEMSTAR DEVELOPMENT CORPORATION
ROVI CORPORATION
ROVI DATA SOLUTIONS, INC.
ROVI SOLUTIONS CORPORATION
ROVI TECHNOLOGIES CORPORATION,
as Pledgors

Agreement to be executed and delivered by:  By: _____

Name:

Title:

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

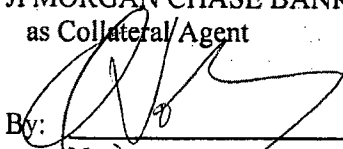
Very truly yours,

APTIV DIGITAL, INC.
GEMSTAR DEVELOPMENT CORPORATION
ROVI CORPORATION
ROVI DATA SOLUTIONS, INC.
ROVI SOLUTIONS CORPORATION
ROVI TECHNOLOGIES CORPORATION,
as Pledgors

By: _____
Name:
Title:

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name:
Title: Christophe Vohmann
Executive Director

GEMSTAR DEVELOPMENT CORPORATION
DEVELOPMENT

By: _____

APTIV