

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.P. MORGAN EUROPE LIMITED		07/30/2012	Bank: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	NDS LIMITED		
Street Address:	3500 Hyland Avenue		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1959173	VIDEOGUARD	
Registration Number:	2840447	NDS	
Registration Number:	2840448	NDS	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	38047		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$90.00 1959173

Signature:	/pja/
Date:	07/31/2012
Total Attachments: 6 source=38047#page1.tif source=38047#page2.tif source=38047#page3.tif source=38047#page4.tif source=38047#page5.tif source=38047#page6.tif	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

1. Name of conveying party(ies):

J.P. MORGAN EUROPE LIMITED

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other United Kingdom Bank

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 30, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interests

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NDS LIMITED

Internal

Address: _____

Street Address: 3500 Hyland Avenue

City: Costa Mesa

State: California

Country: USA Zip: 92626

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship United Kingdom
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

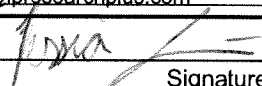
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

July 30, 2012

Date

Jessica Levin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

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

RELEASE OF TRADEMARK SECURITY INTERESTS dated as of July 30, 2012 (this "**Release**"), by J.P. MORGAN EUROPE LIMITED, a United Kingdom bank, located at 125 London Wall, London, United Kingdom EC2Y 5AJ, as security agent (in such capacity, the "**Security Agent**"), in favor of NDS LIMITED, a corporation incorporated in England and Wales, located at One London Road, Staines, Middlesex, United Kingdom TW18 4EX, and NEWS DATACOM LIMITED, a corporation incorporated in England and Wales, located at One London Road, Staines, Middlesex TW18 4EX. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, the Pledge and Security Agreement, the Intellectual Property Security Agreement, or the Short-Form Intellectual Property Security Agreement, as applicable, referred to below.

A. Reference is made to (i) the Credit Agreement dated as of March 10, 2011 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among NDS Group Limited ("**Holdings**"), NDS Finance Limited, NDS Holdings (Europe) Limited and NDS Treasury (Americas), LLC (the "**Borrowers**"), J.P. Morgan Securities LLC, J.P. Morgan PLC and Morgan Stanley Bank Senior Funding, Inc., as Joint Lead Arrangers and Joint Bookrunners, BNP Paribas London Branch, Goldman Sachs Lending Partners LLC, Lloyds TSB Bank PLC and UBS Limited, as Joint Bookrunners, Morgan Stanley Senior Funding, Inc., as Syndication Agent, BNP Paribas London Branch, Goldman Sachs Lending Partners LLC, Lloyds TSB Bank PLC and UBS Limited, as Documentation Agents, JPMorgan Chase Bank, N.A. as Administrative Agent, and J.P. Morgan Europe Limited, as London Agent and Security Agent, (ii) the Pledge and Security Agreement dated as of March 10, 2011 (as amended, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), among NDS Treasury (Americas), LLC, NDS Americas Inc. and the Security Agent, (iii) the Intellectual Property Security Agreement (the "**Intellectual Property Security Agreement**") dated as of March 10, 2011, among NDS Limited and News Datacom Limited (each of NDS Limited and News Datacom Limited, a "**Grantor**" and, together, the "**Grantors**") and the Security Agent, and (v) the Short-Form Intellectual Property Security Agreement (the "**Short-Form Intellectual Property Security Agreement**") dated as of March 10, 2011, among the Grantors and the Security Agent.

B. Pursuant to the Credit Agreement, the Pledge and Security Agreement, the Intellectual Property Security Agreement and the Short-Form Intellectual Property Security Agreement, as security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations at any time owed or owing to the Secured Parties (or any of them), each Grantor pledged, assigned, transferred and granted to the

Security Agent, for its benefit and the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title or interest in, to and under all Intellectual Property Collateral, whether then owned or existing or thereafter acquired or arising, including among other things, each Grantor's right, title and interest, in, to and under:

- (i) the Trademarks and Trademark Licenses to which each Grantor was a party, including those referred to on Schedule I hereto, and all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License;
- (ii) all reissues, continuations or extensions of the foregoing; and
- (iii) to the extent not already included in the foregoing, all proceeds of the foregoing, including any claim by each Grantor against third parties for past, present, future (x) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (y) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

C. The Short-Form Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on March 28, 2011, at Reel/Frame 004507/0935.

D. In connection with the termination of the Commitments under the Credit Agreement and the payment in full of all of the Loans and other Obligations, and the release of security interests under the Loan Documents, the Grantors have informed the Administrative Agent of their desire to obtain the release of all right, title and interest of the Security Agent, the Secured Parties and each other grantee or beneficiary in and to the Intellectual Property Collateral and Trademarks granted under the Intellectual Property Security Agreement and the Short-Form Intellectual Property Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent does hereby release, relinquish and discharge any and all of its continuing security interests in and Liens on, in, to and under the Intellectual Property Collateral, including the Trademarks and Trademark Licenses set forth on Schedule I hereto, and reassigns all right, title and interest it has in the Intellectual Property Collateral, including the Trademarks and Trademark Licenses set forth on Schedule I hereto, to the Grantors. The Security Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case reasonably requested by Holdings or the Grantors and at the expense of Holdings or the Grantors, to evidence the release and termination of the Security Agent's security interests in the Intellectual Property Collateral and Trademarks.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL

LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANY OTHER LAW AND SHALL BE BINDING UPON THE SECURITY AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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

J.P. MORGAN EUROPE LIMITED, as
Security Agent,

By  _____

Name:

Title:

Authorised Signatory
Steven Connolly
Vice President

[[3348865]]

**SCHEDULE I
TRADEMARKS**

(A) REGISTERED TRADEMARKS

Trademark _____ Reg. No. _____ Date _____

Grantor	Mark	Reg. No. or Appln. No.	Date
NDS Limited	VIDEOGUARD	1,959,173	February 27, 1996
	NDS	2,840,447	May 11, 2004
	NDS	2,840,448	May 11, 2004

(B) TRADEMARK APPLICATIONS

Trademark _____ App. No. _____ Date _____