

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
ZeeVee, Inc.		10/24/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TiVo Inc.		
Street Address:	2160 Gold Street		
Internal Address:	P.O. Box 2160		
City:	Alviso		
State/Country:	CALIFORNIA		
Postal Code:	95002-2160		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4183581	ZINC	
CORRESPONDENCE DATA			
Fax Number:	4084141076		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	408-414-1080		
Email:	trademarks@hptb-law.com		
Correspondent Name:	Hickman Palermo Truong Becker et al. LLP		
Address Line 1:	1 Almaden Boulevard - Floor 12		
Address Line 4:	San Jose, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	60097-0010		
NAME OF SUBMITTER:	Iryna Vyshynska		
Signature:	/IrynaVyshynska/		

Date:

03/20/2013

Total Attachments: 5

source=Project Marmot - Trademark Assignment Agreement#page1.tif

source=Project Marmot - Trademark Assignment Agreement#page2.tif

source=Project Marmot - Trademark Assignment Agreement#page3.tif

source=Project Marmot - Trademark Assignment Agreement#page4.tif

source=Project Marmot - Trademark Assignment Agreement#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), is made and entered into as of October 24, 2012, by and between ZeeVee, Inc., a Delaware corporation with offices at 1 Monarch Drive, Suite 200, Littleton, MA ("Assignor"), and TiVo Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of October 24, 2012 (the "Purchase Agreement"), pursuant to which Assignor agrees to sell and assign, and Assignee has agreed to buy and acquire, the Acquired Assets, as defined in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of Assignor's rights, titles and interests in and to the trademarks, registrations, applications for registration, that are part of the Acquired Assets, as set forth and identified in Schedule I attached hereto;

NOW, THEREFORE, in consideration of entering into the Purchase Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor does hereby sell, assign, and transfer to Assignee, for itself and its successors, transferees, and assignees, all of its worldwide rights, title, and interest in and to all of the following:

(a) all Trademarks that are listed or described in Schedule I, in each case whether pending, issued, expired, abandoned or closed (the "Assigned Trademarks"), (ii) all foreign counterparts of any such Assigned Trademarks, and (iii) the goodwill of the Business (as defined in the Purchase Agreement) related thereto; and

(b) all causes of action, claims and demands of any nature arising under or with respect to clause (a) above, including all claims and damages for the past or future infringement of any of the foregoing.

2. Further Assurances. Assignor shall from time to time after the delivery of this Assignment, at Assignee's reasonable request and without further consideration, take all other actions as required by Sections 5.12 and 5.13 of the Purchase Agreement.

3. Miscellaneous. Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify or expand any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. Neither Assignor nor Assignee makes any representations or warranties of any kind, whether express, implied, or otherwise, under this Assignment, all of which

are governed solely by the Purchase Agreement.

This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, electronic mail (including pdf) or other transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, electronic mail (including pdf) or other transmission method shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representative as of the date first set forth above.

ZEEVEE, INC.

By: [Signature]
Name: Victor Odryna
Title: Chief Executive Officer

TIVO INC.

By: _____
Name: Naveen Chopra
Title: Senior Vice President, Corporate Development & Strategy

NOTARIAL ACKNOWLEDGEMENT

STATE OF Massachusetts)
COUNTY OF Worcester)

On 18 October, 2012, before me, Anne Veronica Murray, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Victor Odryna,
Names of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above:
My commission expires: 2/23/18
Dated: 10/18/12

[Signature]
Signature of Notary Public

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representative as of the date first set forth above.

ZEEVEE, INC.

By: _____
Name:
Title:

TIVO INC.

By: 
Name: NARESH CHOPRA
Title: SVP



NOTARIAL ACKNOWLEDGEMENT



STATE OF _____)
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

My commission expires: _____

Dated: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE I

Assigned Trademarks

Trademark	Jurisdiction	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner Name	Comments
ZINC	United States of America	Registered	77/642,328	12/31/2008	4183581	31-Jul-12	ZeeVee, Inc.	Statement of Use filed on 4/27/2012
ZINC	Australia	Pending	1305867	6/24/2009			ZeeVee, Inc.	Divisional application no. 1439474 filed 07/28/2011. Acceptance due 11/10/2012.
ZINC	Canada	Pending	1,442,966	6/26/2009			ZeeVee, Inc.	Copy of U.S. Registration being submitted, and application should register in due course.
ZINC	European Community	Registered	8391849	6/26/2009	8391849	16-Mar-10	ZeeVee, Inc.	Renewal Due: 6/26/2019
ZINC	Japan	Abandoned	2009-047484	6/24/2009			ZeeVee, Inc.	Application refused registration due to prior ZINK ZERO INK and Design registration by Zink Imaging, Inc. Co-existence agreement with Zink Imaging was not helpful in Korea.
ZINC	Korea, Republic of	Abandoned	40-2009-30207	6/26/2009			ZeeVee, Inc.	Application refused registration due to prior ZINK ZERO INK and Design registration by Zink Imaging, Inc. Co-existence agreement with Zink Imaging was not helpful in Japan.