

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311170

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aptiv Digital, Inc.		07/02/2014	CORPORATION: DELAWARE
Gemstar Development Corporation		07/02/2014	CORPORATION: CALIFORNIA
Rovi Data Solutions, Inc.		07/02/2014	CORPORATION: DELAWARE
Rovi Solutions Corporation		07/02/2014	CORPORATION: DELAWARE
Rovi Technologies Corporation		07/02/2014	CORPORATION: DELAWARE
Sonic Solutions LLC		07/02/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
Veveo, Inc.		07/02/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc. as Collateral Agent
Street Address:	1300 Thames Street, 4th Floor
Internal Address:	Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Bank: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	3518131	ISUB
Registration Number:	3382751	ISUBSCRIBE
Registration Number:	3038607	PASSPORT
Registration Number:	3159705	PASSPORT ECHO
Registration Number:	3796417	PASSTIME
Registration Number:	2721527	WEBNOSTICS
Registration Number:	1899640	C3
Registration Number:	2027454	G-LINK
Registration Number:	2219099	GUIDE PLUS+
Registration Number:	2262232	VCR PLUS+
Registration Number:	1914836	VCR PLUS
Registration Number:	3395255	I-GUIDE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4021607	AMG
Registration Number:	3640065	LASSO
Registration Number:	3208024	MUZE
Registration Number:	1758885	MUZE
Registration Number:	3631887	TAPESTRY
Registration Number:	2267273	THE ENCYCLOPEDIA OF POPULAR MUSIC
Registration Number:	3875703	THE ENCYCLOPEDIA OF POPULAR MUSIC
Registration Number:	3888233	COPYBLOCK
Registration Number:	3101823	RIPGUARD
Registration Number:	4102731	ROVI
Registration Number:	4102732	ROVI
Registration Number:	4014815	LET US BE YOUR GUIDE
Registration Number:	4419057	TOTALCODE
Registration Number:	4143025	TOTALGUIDE
Registration Number:	4384565	TOTALGUIDE XD
Registration Number:	2379770	DVDIT
Registration Number:	2171718	SCENARIST
Registration Number:	3737412	VEVEO
Registration Number:	3541127	VTAP
Registration Number:	3781570	VTAP
Registration Number:	3793546	VTAP
Serial Number:	85491099	ROVI ENTERTAINMENT STORE
Serial Number:	86225777	TOTALTV

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F150651

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED: 07/18/2014

Total Attachments: 7

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Trademark Security Agreement
dated as of July 2, 2014

Conveying Parties

GEMSTAR DEVELOPMENT CORPORATION, a California corporation
ROVI DATA SOLUTIONS, INC., a Delaware corporation
ROVI SOLUTIONS CORPORATION, a Delaware corporation
ROVI TECHNOLOGIES CORPORATION, a Delaware corporation
SONIC SOLUTIONS LLC, a California limited liability company
VEVEO, INC., a Delaware corporation

Trademark Security Agreement

Trademark Security Agreement, dated as of July 2, 2014, by APTIV DIGITAL, INC., a Delaware corporation, GEMSTAR DEVELOPMENT CORPORATION, a California corporation, ROVI DATA SOLUTIONS, INC., a Delaware corporation, ROVI SOLUTIONS CORPORATION, a Delaware corporation, ROVI TECHNOLOGIES CORPORATION, a Delaware corporation, SONIC SOLUTIONS LLC, a California limited liability company, and VEVEO, INC., a Delaware corporation (individually, a “Pledgor” and, collectively, the “Pledgors”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., 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 of even date herewith (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;
- (c) Trademark Licenses, pursuant to which a third party is granting rights to any Pledgor, included in the Material Intellectual Property Collateral listed on Schedule I attached hereto; and
- (d) 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.

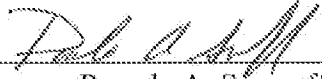
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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 DATA SOLUTIONS, INC.
ROVI SOLUTIONS CORPORATION
ROVI TECHNOLOGIES CORPORATION
SONIC SOLUTIONS LLC
VEVEO, INC.


By: 
Name: Pamela A. Sergeeff
Title: Secretary

[Trademark Security Agreement]

TRADEMARK
REEL: 005325 FRAME: 0237

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: MORGAN STANLEY
Title: Authorized Signatory

[Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND
TRADEMARK LICENSES

Trademark Registrations:

Mark	Reg Number	Owner per Rovi DB
ISUB & design	3,518,131	Aptiv Digital, Inc.
ISUBSCRIBE (stylized)	3,382,751	Aptiv Digital, Inc.
PASSPORT	3,038,607	Aptiv Digital, Inc.
PASSPORT ECHO	3,159,705	Aptiv Digital, Inc.
PASSTIME	3,796,417	Aptiv Digital, Inc.
WEBNOSTICS	2,721,527	Aptiv Digital, Inc.
C3 (stylized)	1899640	Gemstar Development Corporation
G-LINK	2027454	Gemstar Development Corporation
GUIDE PLUS+	2219099	Gemstar Development Corporation
VCR PLUS +	2262232	Gemstar Development Corporation
VCR plus+ (stylized)	1914836	Gemstar Development Corporation
I-GUIDE	3,395,255	Gemstar Development Corporation
AMG	4021607	Rovi Data Solutions, Inc.
LASSO	3640065	Rovi Data Solutions, Inc.
MUZE	3208024	Rovi Data Solutions, Inc.
MUZE	1758885	Rovi Data Solutions, Inc.
TAPESTRY	3631887	Rovi Data Solutions, Inc.
THE ENCYCLOPEDIA OF POPULAR MUSIC	2267273	Rovi Data Solutions, Inc.
THE ENCYCLOPEDIA OF POPULAR MUSIC	3875703	Rovi Data Solutions, Inc.
COPYBLOCK	3888233	Rovi Solutions Corporation
RIPGUARD	3101823	Rovi Solutions Corporation
ROVI	4102731	Rovi Solutions Corporation
ROVI (and Design)	4102732	Rovi Solutions Corporation
LET US BE YOUR GUIDE	4014815	Rovi Technologies Corporation
TOTALCODE	4419057	Rovi Technologies Corporation
TOTALGUIDE	4143025	Rovi Technologies Corporation
TOTALGUIDE XD	4384565	Rovi Technologies Corporation
DVDIT!	2379770	Sonic Solutions LLC
SCENARIST	2171718	Sonic Solutions LLC

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VEVEO	3737412	Veveo, Inc.
VTAP	3541127	Veveo, Inc.
VTAP	3781570	Veveo, Inc.
VTAP	3793546	Veveo, Inc.

Trademark Applications:

Mark	Appl No.	Reg Number	Owner per Rovi DB
ROVI ENTERTAINMENT STORE	85/491099		Rovi Technologies Corporation
TOTALTV	86/225777		Rovi Technologies Corporation

Trademark Licenses pursuant to which a third party is granting rights to any Pledgor:

LICENSEE	LICENSOR	REGISTRATION/ APPLICATION NUMBER	DESCRIPTION