

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336412

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aereo, Inc.		03/16/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TiVo Inc.		
<b>Street Address:</b>	2160 Gold Street		
<b>City:</b>	Alviso		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95002		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4293088	AEREO	
<b>Registration Number:</b>	4396995	A	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508497400		
<i>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.</i>			
<b>Phone:</b>	(650) 843-6500		
<b>Email:</b>	trademarks@cooley.com		
<b>Correspondent Name:</b>	Anne H. Peck of Cooley LLP		
<b>Address Line 1:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20004-2400		
<b>ATTORNEY DOCKET NUMBER:</b>	202640-20000		
<b>NAME OF SUBMITTER:</b>	Anne H. Peck		
<b>SIGNATURE:</b>	/Anne H. Peck/		
<b>DATE SIGNED:</b>	03/27/2015		
<b>Total Attachments: 5</b>			
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**ASSIGNMENT OF PATENTS, MARKS AND NAMES AGREEMENT.**

THIS ASSIGNMENT OF PATENTS, MARKS AND NAMES AGREEMENT (this "Agreement"), is entered into as of March 16, 2015, by and between Aereo, Inc., a New York corporation ("Assignor"), and TiVo Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of February 26, 2015 (the "Purchase Agreement") (capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement);

WHEREAS, the trademark registrations, applications for registration, patents, patent applications, and domain name registrations owned by the Assignor, including those listed in Exhibit A attached hereto, together with any and all trademarks and patents of the United States and foreign countries which may be issued or have issued in respect of any such patent applications and together with any continuations, continuations-in-part, reissues, divisionals, renewals, substitutes, renewals, reexaminations, reissues, and extensions of any such patents and patent applications, and any and all priority rights related thereto, shall be collectively referred to herein as the "Assigned IP"; and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer all of the right, title and interest, for all countries throughout the world, in and to the Assigned IP.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment and Assumption: Effective as of the Closing, Assignor sells, assigns, transfers and sets over (the "Assignment") to Assignee all of Assignor's rights, title, benefits, privileges and interest in and to the Assigned IP including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned IP, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions for past, present and future infringement, misappropriation or other violations thereof, (c) grant licenses or other interests therein, and (d) invoke and claim for any application for patent or other form of protection, the benefit of any and all rights of priority with respect to the Assigned IP without further written or oral authorization from Assignor and Assignee hereby accepts the Assignment.

2. Recordation. Assignor hereby authorizes the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned IP.

REDACTED

REDACTED

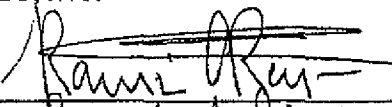
REDACTED

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of March 16, 2015.

**ASSIGNOR:**

AEREO, INC.

By   
Name: Ramon A. Rivera  
Title: VP + CFO

**ASSIGNEE:**

TIVO INC.

By \_\_\_\_\_  
Name:  
Title:

*[Assignment of Patents, Marks and Names Agreement]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of March 16, 2015.

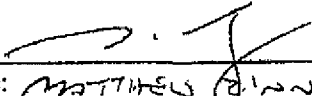
**ASSIGNOR:**

**AEREO, INC.**

By \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**TIVO INC.**

By  \_\_\_\_\_  
Name: MATTHEW OLSON  
Title: SR. GENERAL COUNSEL

*[Assignment of Patents, Marks and Names Agreement]*

Exhibit A

REDACTED

REDACTED

Marks

<u>Trademark</u>	<u>Serial No. / Registration No.</u>	<u>Status</u>
AEREO (U.S. Trademark)	85/436,259	4,293,088
A (stylized letter) (U.S. Trademark)	85/533,274	4,396,995

Domain Names

REDACTED