

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407385

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tessera, Inc.		12/01/2016	Corporation: DELAWARE
Ziptronix, Inc.		12/01/2016	Corporation: DELAWARE
DigitalOptics Corporation		12/01/2016	Corporation: DELAWARE
Invensas Corporatoin		12/01/2016	Corporation: DELAWARE
Tessera Advanced Technologies, Inc.		12/01/2016	Corporation: DELAWARE
DTS, Inc.		12/01/2016	Corporation: DELAWARE
DTS LLC		12/01/2016	Limited Liability Company:
Phorus, Inc.		12/01/2016	Corporation: DELAWARE
Manzanita Systems, LLC		12/01/2016	Limited Liability Company: CALIFORNIA
iBiquity Digital Corporation		12/01/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 110

Property Type	Number	Word Mark
Serial Number:	85808637	M MEMS CAM
Serial Number:	86095873	DTS HEADPHONE X
Serial Number:	86095735	HEADPHONE:X
Serial Number:	86448332	DTS:X
Serial Number:	86643019	DTS:X
Serial Number:	86448370	DTS X
Serial Number:	86744285	NEURAL:X
Serial Number:	86568469	
Serial Number:	86643048	DTS X

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86906951	SMART OBJECTS EVERYWHERE
Serial Number:	86921318	SOE
Serial Number:	86880068	TESSERA
Serial Number:	87125033	COMPLIANT CHIP
Registration Number:	4067358	VISTA POINT
Registration Number:	4351408	DOC DIGITALOPTICS CORPORATION
Registration Number:	4790985	FACEPOWER
Registration Number:	4557635	FACETOOLS
Registration Number:	4791006	FOTOSAVVY
Registration Number:	3323817	SRS
Registration Number:	3581658	SRS CS AUTO
Registration Number:	3621008	IWOW
Registration Number:	4339059	WOW
Registration Number:	1566927	
Registration Number:	1617359	SOUND RETRIEVAL SYSTEM
Registration Number:	1501111	SRS
Registration Number:	2044183	SRS
Registration Number:	2048101	
Registration Number:	2042227	SRS
Registration Number:	2239286	TRUSURROUND
Registration Number:	2446751	TRUBASS
Registration Number:	1864599	CIRCLE SURROUND
Registration Number:	3043034	WOW
Registration Number:	2728752	TRUSURROUND XT
Registration Number:	3584810	SRS FOCUS
Registration Number:	3921170	SRS HEADPHONE 360
Registration Number:	3894383	TRUVOLUME
Registration Number:	4070942	SRS TRUMEDIA
Registration Number:	3908489	SRS PREMIUM SOUND
Registration Number:	3975058	
Registration Number:	4139418	SRS THEATERSOUND
Registration Number:	3948347	SRS
Registration Number:	4525989	SRS STUDIOSOUND
Registration Number:	3975248	MYVOLUME
Registration Number:	4158190	SRS SOUND
Registration Number:	4045995	SRS HD AUDIO LAB
Registration Number:	4039111	STUDIOSOUND HD
Registration Number:	1794209	DTS

Property Type	Number	Word Mark
Registration Number:	3123890	ES
Registration Number:	3228983	DTS 2.0+DIGITAL OUT
Registration Number:	3311695	DTS
Registration Number:	2897940	NEO:6
Registration Number:	4032360	
Registration Number:	3990915	DTS SURROUND SENSATION
Registration Number:	4390638	DTS
Registration Number:	4443565	DTS
Registration Number:	3454307	DTS HD
Registration Number:	3645101	
Registration Number:	3782713	DTS
Registration Number:	3765421	DTS-HD
Registration Number:	4938526	DTS:X
Registration Number:	4792103	DTS HEADPHONE X
Registration Number:	4792104	HEADPHONE:X
Registration Number:	1936747	DTS DIGITAL SOUND
Registration Number:	2471786	DTS DIGITAL SURROUND
Registration Number:	2240960	DTS
Registration Number:	2166630	DTS DIGITAL SURROUND
Registration Number:	2164805	DTS
Registration Number:	2407883	DTS DIGITAL OUT
Registration Number:	2860944	HD
Registration Number:	2867407	HD
Registration Number:	2832781	HD RADIO READY
Registration Number:	2726894	IBIQUITY
Registration Number:	2727566	IBIQUITY DIGITAL
Registration Number:	4287814	ARTIST EXPERIENCE
Registration Number:	2841147	HD RADIO PURE DIGITAL. CLEAR RADIO.
Registration Number:	4438401	HD DIGITAL TRAFFIC
Registration Number:	2669755	IBIQUITY DIGITAL
Registration Number:	2872292	HD RADIO
Registration Number:	2867408	HD RADIO PURE DIGITAL. CLEAR RADIO.
Registration Number:	3835526	
Registration Number:	3911403	
Registration Number:	2865524	HD RADIO
Registration Number:	4190221	ARTIST EXPERIENCE
Registration Number:	4392804	ADVERTISER EXPERIENCE
Registration Number:	4786034	INVENSAS

Property Type	Number	Word Mark
Registration Number:	4400919	DFD
Registration Number:	4344106	BVA
Registration Number:	4543363	XFD
Registration Number:	4543365	DFD
Registration Number:	4543368	QFD
Registration Number:	4543369	TFD
Registration Number:	3959200	MANZANITA CROSSCHECK
Registration Number:	4786127	PLAY-FI
Registration Number:	4366694	PHORUS
Registration Number:	4527069	PLAY-FI
Registration Number:	4286093	TESSERA
Registration Number:	4105758	µPILR
Registration Number:	4234303	OPTIML
Registration Number:	2018028	TESSERA
Registration Number:	2187995	SHELLCASE
Registration Number:	2014307	COMPLIANT CHIP
Registration Number:	2016268	TCC
Registration Number:	2022668	BGA
Registration Number:	2243944	MICRO BGA
Registration Number:	2233896	FOTONATION
Registration Number:	2717096	TESSERA
Registration Number:	3815832	TESSERA COMPLIANT CHIP
Registration Number:	3324312	DBI
Registration Number:	4114294	ZIBOND
Registration Number:	2813405	ZIPTRONIX

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue

Address Line 2: 28th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 78436.00215

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED:	12/02/2016
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Total Attachments: 9

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Trademark Security Agreement

This **Trademark Security Agreement** dated as of December 1, 2016 made by each of the undersigned as pledgors and debtors (in such capacities and together with any successors in such capacities, individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of ROYAL BANK OF CANADA, in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, 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 in accordance with the provisions thereof, the “Security Agreement”) made 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 foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors and the Collateral Agent hereby agree 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. As collateral security for the payment and performance in full of all Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL’s), domain names, corporate names, brand names, trade names and other identifiers of source or goodwill of such Pledgor now or hereafter, owned, filed or acquired by, or assigned to, such Pledgor, including any of the foregoing listed on Schedule I attached hereto, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether applied for or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the foregoing and all rights corresponding thereto throughout the world, (ii) extensions and renewals thereof and amendments thereto, (iii) goodwill associated with any of the foregoing and (iv) rights to sue for past, present and future infringements, dilutions or violations thereof; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, the security interest created by this Trademark Security Agreement shall not extend to, and the term “Trademark Collateral” shall not include, any Excluded Property (including, for the avoidance of doubt, any trademark application filed on the basis of an intent-to-use such trademark prior to the filing with and acceptance by the United States Patent and

Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 and termination of the Security Agreement and at the other times required by Section 9.15 of the Credit 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 Trademark Collateral under this Trademark Security Agreement, all at the Pledgors’ sole cost and expense.

SECTION 5. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law; Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 9.09 and 9.10 of the Credit Agreement are incorporated herein, mutatis mutandis, as if a part hereof.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

TESSERA, INC., as Pledgor

By: Paul Davis
Name: Paul E. Davis
Title: Senior Vice President, General Counsel and Secretary

ZIPTRONIX, INC., as Pledgor

By: Paul Davis
Name: PAUL DAVIS
Title: SVP, GENERAL COUNSEL

DIGITALOPTICS CORPORATION, as Pledgor

By: Paul Davis
Name: PAUL DAVIS
Title: SVP AND GENERAL COUNSEL

INVENSAS CORPORATION, as Pledgor

By: John K. Allen
Name: John K. Allen
Title: Senior Vice President and Corporate Controller

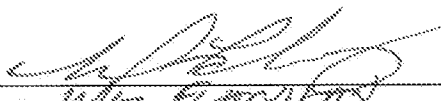
TESSERA ADVANCED TECHNOLOGIES, INC., as Pledgor

By: Paul Davis
Name: PAUL DAVIS
Title: SVP AND GENERAL COUNSEL

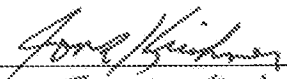
DTS, INC., as Pledgor

By: Paul Davis
Name: PAUL DAVIS
Title: SVP AND GENERAL COUNSEL

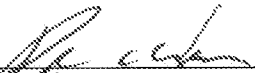
DTS LLC, as Pledgor

By: 
Name: Mike Hamilton
Title: CEO

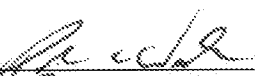
PHORUS, INC., as Pledgor

By: 
Name: Jon E. Kirchner
Title: CEO

MANZANITA SYSTEMS, LLC, as Pledgor

By: 
Name: James W. ...
Title: Secretary

IBIQUITY DIGITAL CORPORATION, as Pledgor

By: 
Name: James W. ...
Title: Secretary

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Collateral Agent

By:

Name:

Title:


Yvonne Blazier
Manager, Accounts

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES TRADEMARK
APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
DigitalOptics Corporation	4067358	VISTA POINT
DigitalOptics Corporation	4351408	DIGITALOPTICS CORPORATION & CHAIN LINK LOGO (B/W)
DigitalOptics Corporation	4790985	FACEPOWER
DigitalOptics Corporation	4557635	FACETOOLS
DigitalOptics Corporation	4791006	FOTOSAVVY
DTS LLC	3323817	SRS (STYLIZED OR WITH DESIGN)
DTS LLC	3581658	SRS CS AUTO
DTS LLC	3621008	IWOW
DTS LLC	4339059	WOW
DTS LLC	1566927	MISCELLANEOUS DESIGN
DTS LLC	1617359	SOUND RETRIEVAL SYSTEM
DTS LLC	1501111	SRS
DTS LLC	2044183	SRS
DTS LLC	2048101	(.) INCLUDES DESIGN
DTS LLC	2042227	SRS AND DESIGN
DTS LLC	2239286	TRUSURROUND
DTS LLC	2446751	TRUBASS
DTS LLC	1864599	CIRCLE SURROUND
DTS LLC	3043034	WOW
DTS LLC	2728752	TRUSURROUND XT
DTS LLC	3584810	SRS FOCUS
DTS LLC	3921170	SRS HEADPHONE 360
DTS LLC	3894383	TRUVOLUME
DTS LLC	4070942	SRS TRUMEDIA
DTS LLC	3908489	SRS PREMIUM SOUND
DTS LLC	3975058	LOGO DESIGN

DTS LLC	4139418	SRS THEATERSOUND
DTS LLC	3948347	SRS (Stylized and/or with Design)
DTS LLC	4525989	SRS STUDIOSOUND
DTS LLC	3975248	MYVOLUME
DTS LLC	4158190	SRS SOUND
DTS LLC	4045995	SRS HD AUDIO LAB
DTS LLC	4039111	STUDIOSOUND HD
DTS, Inc.	1794209	DTS - (Theatrical)
DTS, Inc.	3123890	ES [Word Mark]
DTS, Inc.	3228983	DTS 2.0 + Digital Out (Design)
DTS, Inc.	3311695	DTS (Design Logo)
DTS, Inc.	2897940	Neo:6 [Word Mark]
DTS, Inc.	4032360	Company Logo Design
DTS, Inc.	3990915	DTS Surround Sensation (Block letters)
DTS, Inc.	4390638	Company Logo Design & DTS
DTS, Inc.	4443565	Company Logo Design & DTS
DTS, Inc.	3454307	DTS HD [Word Mark]
DTS, Inc.	3645101	Company Logo Design
DTS, Inc.	3782713	Company Logo Design & DTS
DTS, Inc.	3765421	Company Logo Design & DTS-HD
DTS, Inc.	4938526	DTS:X
DTS, Inc.	4792103	DTS HEADPHONE X
DTS, Inc.	4792104	HEADPHONE:X
DTS, Inc.	1936747	DTS Digital Sound [Design]
DTS, Inc.	2471786	DTS Digital Surround [Design]
DTS, Inc.	2240960	DTS - (Consumer)
DTS, Inc.	2166630	DTS Digital Surround [Design]
DTS, Inc.	2164805	DTS - (Consumer)
DTS, Inc.	2407883	DTS Digital Out [Design]
iBiquity Digital Corporation	2860944	HD & DESIGN

iBiquity Digital Corporation	2867407	HD & DESIGN
iBiquity Digital Corporation	2832781	HD RADIO READY & DESIGN
iBiquity Digital Corporation	2726894	IBIQUITY
iBiquity Digital Corporation	2727566	IBIQUITY DIGITAL
iBiquity Digital Corporation	4287814	ARTIST EXPERIENCE
iBiquity Digital Corporation	2841147	HD RADIO PURE DIGITAL CLEAR RADIO & DESIGN
iBiquity Digital Corporation	4438401	HD DIGITAL TRAFFIC & DESIGN
iBiquity Digital Corporation	2669755	IBIQUITY DIGITAL & DESIGN
iBiquity Digital Corporation	2872292	HD RADIO & DESIGN
iBiquity Digital Corporation	2867408	HD RADIO PURE DIGITAL CLEAR RADIO & DESIGN
iBiquity Digital Corporation	3835526	ARC LOGO [COLOR]
iBiquity Digital Corporation	3911403	ARC LOGO
iBiquity Digital Corporation	2865524	HD RADIO & DESIGN
iBiquity Digital Corporation	4190221	ARTIST EXPERIENCE
iBiquity Digital Corporation	4392804	ADVERTISER EXPERIENCE
Invensas Corporation	4786034	INVENSAS
Invensas Corporation	4400919	DFD
Invensas Corporation	4344106	BVA
Invensas Corporation	4543363	xFD
Invensas Corporation	4543365	DFD
Invensas Corporation	4543368	QFD
Invensas Corporation	4543369	TFD
Manzanita Systems, LLC	3959200	MANZANITA CROSSCHECK
Phorus, Inc.	4786127	PLAY-FI
Phorus, Inc.	4366694	PHORUS
Phorus, Inc.	4527069	PLAY-FI
Tessera Advanced Technologies, Inc.	4286093	TESSERA (COOLING)
Tessera, Inc.	4105758	uPILR
Tessera, Inc.	4234303	OPTIML
Tessera, Inc.	2018028	TESSERA
Tessera, Inc.	2187995	SHELLCASE
Tessera, Inc.	2014307	COMPLIANT CHIP

Tessera, Inc.	2016268	TCC
Tessera, Inc.	2022668	UBGA
Tessera, Inc.	2243944	MICRO BGA
Tessera, Inc.	2233896	FOTONATION
Tessera, Inc.	2717096	TESSERA
Tessera, Inc.	3815832	TESSERA COMPLIANT CHIP
Ziptronix, Inc.	3324312	DBI
Ziptronix, Inc.	4114294	ZIBOND
Ziptronix, Inc.	2813405	ZIPTRONIX

United States Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
DigitalOptics Corporation	85808637	MEMSCAM & DESIGN
DTS, Inc.	86095873	DTS HEADPHONE X
DTS, Inc.	86095735	HEADPHONE:X
DTS, Inc.	86448332	DTS:X
DTS, Inc.	86643019	DTS:X
DTS, Inc.	86448370	DTS X
DTS, Inc.	86744285	NEURAL:X
DTS, Inc.	86568469	DTS SOUND MARK
DTS, Inc.	86643048	DTS X
Tessera, Inc.	86906951	SMART OBJECTS EVERYWHERE
Tessera, Inc.	86921318	SOE
Tessera, Inc.	86880068	TESSERA (Machine Learning)
Tessera, Inc.	87125033	COMPLIANT CHIP
Tessera, Inc.	86880068	TESSERA