

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421964

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FANHATTAN, INC.		03/31/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
<b>Street Address:</b>	1300 Thames Street, 4th Floor		
<b>Internal Address:</b>	Thames Street Wharf		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21231		
<b>Entity Type:</b>	Bank: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4215562	FANHATTAN	
<b>Registration Number:</b>	4255447	FANHATTAN	
<b>Registration Number:</b>	4359351	FANHATTAN	
<b>Registration Number:</b>	4372710	FANFEED	
<b>Registration Number:</b>	4969098	FAN TV	
<b>Registration Number:</b>	4969099	FAN TV	
<b>Serial Number:</b>	85908468	FAN	
<b>Serial Number:</b>	85941459	FAN TV	
<b>Serial Number:</b>	85941462	FAN	
<b>Serial Number:</b>	85941465	FAN TV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, LTD		

OP \$265.00 4215562

TRADEMARK

<b>Address Line 4:</b>	Washington, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	F169357
<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	03/31/2017
<b>Total Attachments: 6</b> source=#89529338v1 - (TiVo_MSSF - Trademark Agreement)#page2.tif source=#89529338v1 - (TiVo_MSSF - Trademark Agreement)#page3.tif source=#89529338v1 - (TiVo_MSSF - Trademark Agreement)#page4.tif source=#89529338v1 - (TiVo_MSSF - Trademark Agreement)#page5.tif source=#89529338v1 - (TiVo_MSSF - Trademark Agreement)#page6.tif source=#89529338v1 - (TiVo_MSSF - Trademark Agreement)#page7.tif	

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of March 31, 2017, by Fanhattan, Inc., a Delaware corporation (“Pledgor”), 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, Pledgor is party to a Security Agreement, dated as of July 2, 2014 (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 Pledgor is 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, Pledgor hereby agrees 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. 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 Pledgor:

- (a) Trademarks of 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 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 Pledgor hereby acknowledges and affirms 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 Pledgor, 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, 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,

FANHATTAN, INC.

By: \_\_\_\_\_

  
Name: Wes Gutierrez  
Title: Treasurer

Accepted and Agreed:

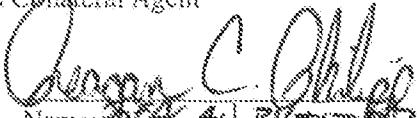
MORGAN STANLEY SENIOR FUNDING, INC.,  
as Collateral Agent

By: \_\_\_\_\_

Name:  
Title:




Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Collateral Agent



By:   
Name: MORGAN PHILLIPS  
Title: Authorized Signatory

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

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK	
Fanhattan, Inc.	4215562	FANHATTAN	
Fanhattan, Inc.	4255447	FANHATTAN & Design	
Fanhattan, Inc.	4359351	FANHATTAN & Design	
Fanhattan, Inc.	4372710	FANFEED	
Fanhattan, Inc.	4,969,098	FAN TV	
Fanhattan, Inc.	4,969,099	FAN TV & Design	

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK	
Fanhattan, Inc.	85/908,468	FAN	
Fanhattan, Inc.	85/941,459	FAN TV	
Fanhattan, Inc.	85/941,462	FAN & Design	
Fanhattan, Inc.	85/941,465	FAN TV & Design	

**Trademark Licenses pursuant to which a third party is granting rights to any Pledgor:**None