

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MORGAN STANLEY SENIOR FUNDING, INC.		11/22/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	APTIV DIGITAL, INC.		
<b>Street Address:</b>	2160 Gold Street		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95002		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	GEMSTAR DEVELOPMENT CORPORATION		
<b>Street Address:</b>	2830 De La Cruz Boulevard		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95050		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>Name:</b>	ROVI DATA SOLUTIONS, INC.		
<b>Street Address:</b>	2160 Gold Street		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95002		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	ROVI SOLUTIONS CORPORATION		
<b>Street Address:</b>	2160 Gold Street		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95002		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	ROVI TECHNOLOGIES CORPORATION		
<b>Street Address:</b>	2160 Gold Street		
<b>City:</b>	San Jose		

OP \$890.00 3518131

<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95002
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	SONIC SOLUTIONS LLC
<b>Street Address:</b>	2160 Gold Street
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95002
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA
<b>Name:</b>	VEVEO, INC.
<b>Street Address:</b>	2160 Gold Street
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95002
<b>Entity Type:</b>	Corporation: 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
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

Property Type	Number	Word Mark
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:	4824831	TOTALTV
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

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Vermont Ave NW, Ste 1130  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1156554 TM A
<b>NAME OF SUBMITTER:</b>	Christian Craft
<b>SIGNATURE:</b>	/Christian Craft/
<b>DATE SIGNED:</b>	11/25/2019

**Total Attachments: 5**

source=A (TiVo - Release of Security Interest in Trademarks (Executed)) (2)#page3.tif  
source=A (TiVo - Release of Security Interest in Trademarks (Executed)) (2)#page4.tif  
source=A (TiVo - Release of Security Interest in Trademarks (Executed)) (2)#page5.tif  
source=A (TiVo - Release of Security Interest in Trademarks (Executed)) (2)#page6.tif  
source=A (TiVo - Release of Security Interest in Trademarks (Executed)) (2)#page7.tif

**RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This Release of Security Interest in Trademark Rights, dated as of November 22, 2019 (the “Trademark Security Release”), is made by MORGAN STANLEY SENIOR FUNDING, INC., as the collateral agent for the Secured Parties to the Existing Credit Agreement (as defined below) (in such capacity, the “Collateral Agent”), in favor of 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, each a “Pledgor” and collectively, the “Pledgors”). Capitalized terms used and not defined herein have the meanings given to such terms in the Existing Credit Agreement and the Security Agreement (each, as defined below).

WHEREAS, Rovi Solutions Corporation and Rovi Guides, Inc., as borrowers, the guarantors party thereto (including, pursuant to that certain Joinder Agreement dated as of September 15, 2016, TiVo Corporation, the “Borrower”), entered into that certain Amended and Restated Credit Agreement, originally dated as of July 2, 2014 and amended and restated as of January 26, 2017 (the “Existing Credit Agreement”), pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Existing Credit Agreement, the Pledgors and the other guarantors executed and delivered a Security Agreement, dated as of July 2, 2014, in favor of the Collateral Agent (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Pledgors granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in certain Intellectual Property, including the Trademarks (collectively, the “Trademark Collateral”);

WHEREAS, in connection with the Security Agreement, the Pledgors executed and delivered that certain Trademark Security Agreement dated as of July 2, 2014 made by the Pledgors, in favor of the Collateral Agent (the “Trademark Security Agreement”) for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 18, 2014 on Reel/Frame 5325/0231;

WHEREAS, the Obligations (as defined in the Existing Credit Agreement) secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Collateral Agent therefore desires to release, terminate and discharge its Lien and security interest in and to the Trademark Collateral and grant all of its right, title and interest in the Trademark Collateral to the Pledgors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives, and assigns, hereby (a) releases, terminates and discharges to the Pledgors the Collateral Agent’s continuing security interest in, right of setoff against and Lien on, and (b) reassigns to the Pledgors

any right, title or interest of any kind or nature that it may have in, to or under, the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule 1 hereto.

2. The Collateral Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreement as of the date hereof. At Pledgors' expense, the Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby and terminate the Trademark Security Agreement.

3. Delivery of an executed signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademark Rights to be duly executed and delivered by its officers thereunto duly authorized as of the date above first written.

MORGAN STANLEY SENIOR FUNDING,  
INC., in its capacity as Collateral Agent under the  
Existing Credit Agreement

By:



Name: LISA HANSON

Title: VICE PRESIDENT

*[Signature Page to Release of Security Interest in Trademark Rights]*

**TRADEMARK**  
**REEL: 006803 FRAME: 0946**

## SCHEDULE 1

### 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
TOTALTV	4824831	Rovi Technologies Corporation
DVDIT!	2379770	Sonic Solutions LLC
SCENARIST	2171718	Sonic Solutions LLC
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

### Trademark Licenses

None.