

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM550890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent		11/22/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TIVO SOLUTIONS INC.		
Street Address:	2160 Gold Street		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95002		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4293088	AEREO	
Registration Number:	4396995	A	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	800-494-5225		
Email:	ipteam@coagencyglobal.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		
ATTORNEY DOCKET NUMBER:	1156554 TM C		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	11/25/2019		
Total Attachments: 4			
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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 TIVO SOLUTIONS INC., a Delaware corporation (the “Pledgor”). 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 Pledgor joined as a party to that certain Security Agreement, dated as of July 2, 2014, in favor of the Collateral Agent (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Pledgor 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 Pledgor executed and delivered that certain Trademark Security Agreement dated as of September 15 2016 made by the Pledgor, 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 December 6, 2016 on Reel/Frame 5936/0043;

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 Pledgor.

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 Pledgor the Collateral Agent’s continuing security interest in, right of setoff against and Lien on, and (b) reassigns to the Pledgor 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 Pledgor's 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.

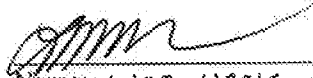
3. Delivery of an executed signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

[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: 0964

SCHEDULE 1

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
TiVo Solutions Inc.	4293088	AEREO
TiVo Solutions Inc.	4396995	Folded A Design (color) 

Trademark Applications:

None.

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

None.