

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roku, Inc.		12/13/2019	Corporation: DELAWARE
Roku DX Holdings, Inc.		12/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1300 Thames Street, 4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	88039902	ROKU	
Serial Number:	88039898	ROKU TOUCH	
Serial Number:	87669968	POWERED BY DATA. INSPIRED BY YOU	
Serial Number:	87554793	CLEARLIGHT	
Serial Number:	86887936	DATA.XU DATA. INSIGHT. ACTION.	
Serial Number:	86416779	ACTIVE ANALYTICS	
Serial Number:	85839420	DATA.INSIGHT.ACTION.	
Serial Number:	77788458	DATA.XU	
Serial Number:	88432598	ROKU READY	
Serial Number:	88432600	ROKU	
Serial Number:	88432602	ROKU	
Serial Number:	88432599	ROKU	
Serial Number:	88434630	OK	
Serial Number:	88567884	TOTALTV SYNC	
Serial Number:	88079210	ONEVIEW	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$390.00 88039902

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202.370.4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1163915
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NAME OF SUBMITTER:	Wenny Zhu
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SIGNATURE:	/Wenny Zhu/
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DATE SIGNED:	12/16/2019
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 13th day of December, 2019, by and among the grantors listed on the signature page hereof (the “Grantors”) and MORGAN STANLEY SENIOR FUNDING, INC. (“Morgan Stanley”), in its capacity as Collateral Agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 19, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Roku, Inc., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto, the issuing banks from time to time party thereto, Morgan Stanley, as administrative agent and collateral agent, and the other agents and parties thereto, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of February 19, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantors hereby unconditionally grant, assign, and pledge to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License with respect to a Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property Licenses with respect to Trademarks, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark,

or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantors shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

7. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION ARISING THEREFROM (WHETHER IN CONTRACT OR TORT OR OTHERWISE), SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8. CHOICE VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE

GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

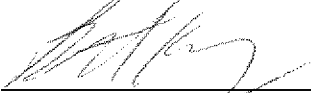
ROKU, INC., a Delaware corporation

By: 

Name: Steven Loudon

Title: Chief Financial Officer

ROKU DX HOLDINGS, INC., a Delaware corporation

By: 

Name: Stephen Kay

Title: Secretary

AGENT:

**ACCEPTED AND ACKNOWLEDGED BY:
MORGAN STANLEY SENIOR FUNDING,
INC.**

By: _____

Name:

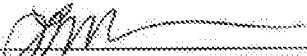
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006816 FRAME: 0575**

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
MORGAN STANLEY SENIOR FUNDING,
INC.

By: 
Name: Lisa Hanson
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006816 FRAME: 0576

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
Roku, Inc.	ROKU	88039902	10/15/2019
Roku, Inc.	ROKU TOUCH	88039898	10/15/2019
Roku, Inc. (pending recordation of assignment from Giraffie Technologies Ltd.)	AVA	1263330	2/9/2016
Roku, Inc. (pending recordation of assignment from Giraffie Technologies Ltd.)	4KVA	1288156	7/5/2016
Roku DX Holdings, Inc.	POWERED BY DATA. INSPIRED BY YOU	87669968	6/5/2018
Roku DX Holdings, Inc.	CLEAR SIGHT	87554793	3/6/2018
Roku DX Holdings, Inc.	DATA XU DATA. INSIGHT. ACTION.	86887936	8/1/2017
Roku DX Holdings, Inc.	ACTIVE ANALYTICS	86416779	5/19/2015
Roku DX Holdings, Inc.	DATA.INSIGHT.ACTION.	85839420	9/17/2013
Roku DX Holdings, Inc.	DATA XU	77788458	3/2/2010
Roku, Inc.	ROKU READY	88432598	5/15/2019
Roku, Inc.	Purple Housing (top of device) Design Mark	88432600	5/15/2019
Roku, Inc.	Purple Housing (bottom of device) Design Mark	88432602	5/15/2019
Roku, Inc.	Purple Housing (entire device) Design Mark	88432599	5/15/2019
Roku, Inc.	D-Pad Design Mark	88434630	5/17/2019

Grantor	Mark	Application/ Registration No.	App/Reg Date
Roku DX Holdings, Inc.	TOTALTV SYNC	88567884	8/6/2019
Roku DX Holdings, Inc.	ONEVIEW	88079210	8/15/2018