



02-12-2009

DEPARTMENT OF COMMERCE
States Patent and Trademark Office



103547908

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

2-9-09

1. Name of conveying party(ies)

Roku, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 20, 2009

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank

Internal Address: _____

Street Address: 3797 Freedom Circle Drive, Suite 600

City: Santa Clara

State: California

Country: USA Zip: 95054

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

20060253547

B. Patent No.(s)

D558,781
D546,337

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: John W. Easterbrook

Internal Address: _____

Street Address: 25 Metro Drive, Suite 600

City: San Jose

State: California Zip: 95110

Phone Number: 408-573-5700

Fax Number: 408-573-5701

Email Address: jwe@svlg.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 00000017 D558781

Authorized User Name _____

120.00

9. Signature:

John W. Easterbrook
Signature

2/2/2009
Date

John W. Easterbrook
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ROKU, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents, trademarks and mask works listed on Exhibits A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

12980 Saratoga Avenue
Saratoga, CA 95070

Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

ROKU, INC.

By: A. Wood

Title: CEO

BANK:

SILICON VALLEY BANK

By: Rick Tu

Title: Market Manager

EXHIBIT A

Patents & Patent Applications – USPTO

| US Patent # | Status | Title |
|-------------|-------------|---|
| D558,781 | Issued | Universal Music Player |
| D546,337 | Issued | Graphics user interface computer icon for a monitor display |
| 20060253547 | Applied for | Universal music apparatus for unifying access to multiple specialized music servers |

EXHIBIT B

Trademarks – USPTO & Trademark Office

| Serial # | Reg # | Mark |
|----------|---------|-------------|
| 78791739 | | ROKU RADIO |
| 78791768 | | ROKU RADIO |
| 78791759 | | ROKU RADIO |
| 78537364 | 3121974 | PHOTOBRIDGE |
| 78445640 | 3112828 | SOUNDBRIDGE |
| 78279128 | 3177666 | ROKU |
| 77109487 | 3323468 | BRIGHTSIGN |

EXHIBIT C

COPYRIGHTS

None.

EXHIBIT D

MASK WORKS

None.