

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5432521

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TV GUIDE, INC.	11/24/2014
RECEIVING PARTY DATA		
Name:	ROVI GUIDES, INC.	
Street Address:	2160 GOLD STREET	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95002	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16359904
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>		
Email:	juanita.alvarez@hglaw.com	
Correspondent Name:	HALEY GUILIANO LLP	
Address Line 1:	75 BROAD STREET	
Address Line 2:	SUITE 1000	
Address Line 4:	NEW YORK, NEW YORK 10004	
ATTORNEY DOCKET NUMBER:	002101-0020-108	
NAME OF SUBMITTER:	JUANITA ALVAREZ	
SIGNATURE:	/JUANITA ALVAREZ/	
DATE SIGNED:	03/20/2019	
Total Attachments: 2		
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made and entered into as of November 24, 2014 by and between TV GUIDE, INC., a Delaware corporation ("Assignor"), and ROVI GUIDES, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignee is an affiliate of Assignor;

WHEREAS, on the date hereof, Assignor will merge with and into Assignee (the "Merger") with Assignee being the surviving corporation of the Merger;

WHEREAS, in connection with the dissolution of Assignor and in connection with the Merger, Assignor wishes to assign, transfer, and convey to Assignee, and Assignee wishes to assume and accept from Assignor all of Assignor's right, title, interest in and to (i) all the properties, rights, privileges, powers and franchises of the Assignor and (ii) all the patent assets owned by the Assignor (the "Patent Assets") (including without limitation any and all rights in and arising from the Patent Assets including without limitation the right to sue and maintain currently pending lawsuits for damages, royalties, injunctive relief and other remedies for past, present or future infringement) (the properties, rights, privileges, powers, franchises and assets in clauses (i) and (ii) above collectively, (the "Transferred Assets");

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

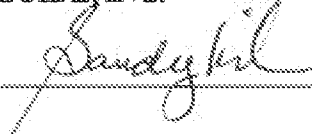
1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee does hereby accept from Assignor, the Transferred Assets and all of Assignor's right, title and interest in and to the Transferred Assets, all goodwill associated therewith, and any and all causes of action which Assignor now has or hereafter may have relating to the Transferred Assets.
2. Assumption. Assignee hereby expressly undertakes and assumes all obligations and liabilities of any kind, character or description whatsoever, whether direct or indirect, known or unknown, absolute or contingent, matured or unmatured, that are associated with the Transferred Assets.
3. Governing Law. This Agreement will be governed by and construed in accordance with the laws of State of California without regard to the choice of law principles thereof.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first above written.

ASSIGNOR:

TV GUIDE, INC.

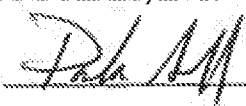
By: 

Name: Sandy Kalina

Title: Authorized Signatory

ASSIGNEE:

ROVI GUIDES, INC.

By: 

Name: Pamela Sergeeff

Title: Authorized Signatory