

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	12/20/2006	
CONVEYING PARTY DATA		
	Name	Execution Date
	MEDIABOLIC, INC.	12/20/2006
RECEIVING PARTY DATA		
Name:	MACROVISION CORPORATION	
Street Address:	2160 GOLD STREET	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95002	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17678623
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>		
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Correspondent Name:	HALEY GUILIANO LLP	
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ATTORNEY DOCKET NUMBER:	003597-0599-107	
NAME OF SUBMITTER:	SHARI JACKSON	
SIGNATURE:	/SHARI JACKSON/	
DATE SIGNED:	02/24/2022	
Total Attachments: 23		
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AGREEMENT AND PLAN OF MERGER

AMONG

MACROVISION CORPORATION,

MAMMOTH ACQUISITION CORP.,

MEDIA3OLIC, INC.

AND

DANIEL PUTTERMAN AND GREGORY SMITH, AS REPRESENTATIVES

DECEMBER 20, 2006

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LIST OF EXHIBITS

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|-------------|--|
| Exhibit A-1 | List of Signatories to Stockholder Agreement |
| Exhibit A-2 | Form of Stockholder Agreement |
| Exhibit B-1 | List of Signatories to Employment Agreements |
| Exhibit B-2 | Form of Employment Agreement |
| Exhibit C | Form of Escrow Agreement |
| Exhibit D-1 | Matters to be Covered in the Opinion of Morrison & Foerster
LLP |
| Exhibit D-2 | Matters to be Covered in the Opinion of the General Counsel
the Company |

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 20, 2006 (the "Agreement Date") by and among Macrovision Corporation, a Delaware corporation ("Macrovision"), Macrovision Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Macrovision ("Merger Sub"), Mediabolic, Inc., a Delaware corporation (the "Company"), and Daniel Putterman and Gregory Smith, as Representatives, solely with respect to Article IX hereof and such other provisions hereof which specifically refer to such Representatives (the "Representatives").

RECYTALS

A. The parties intend that, subject to the terms and conditions hereinafter set forth, Merger Sub shall merge with and into the Company (the "Merger"), with the Company to be the surviving corporation of the Merger (the "Surviving Corporation"), on the terms and subject to the conditions of this Agreement and pursuant to the applicable provisions of the laws of the State of Delaware.

B. The Boards of Directors of Macrovision, Merger Sub and the Company have determined that the Merger is in the best interests of their respective stockholders and have approved and declared advisable this Agreement and the Merger.

C. Concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Macrovision's willingness to enter into this Agreement, each Company Stockholder listed on Exhibit A-1 (the "Controlling Stockholders") is executing and delivering to Macrovision a Stockholder Agreement in substantially the form attached hereto as Exhibit A-2 (a "Stockholder Agreement").

D. Immediately prior to the Closing, each of the employees of the Company listed on Exhibit B-1 shall execute and deliver to Macrovision an executed Employment Agreement (including the related Confidentiality and Assignment of Inventions Agreement) in substantially the form attached hereto as Exhibit B-2 (an "Employment Agreement"), which Employment Agreements shall become effective at the Effective Time (as defined in Article I).

E. Macrovision, Merger Sub and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Merger and to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below. Unless indicated otherwise, all mathematical calculations contemplated hereby shall be made to the fifth decimal place.

"Accounts Payable" as of any particular date means any amounts owed pursuant to invoices received from trade creditors of the Company incurred in the normal course of business relating to goods or services purchased in the period prior to such date.

"Accounts Payable Adjustment" means the difference (higher or lower) between (i) the Accounts Payable of the Company as of the Effective Time, as set forth on the Closing Statement and (ii) the Accounts Payable of the Company as of the Effective Time, as set forth on the Final Closing Statement.

"Accounts Payable Escrow Amount" means \$500,000 to be withheld from the Total Consideration paid to the Specified Parties in accordance with Section 2.2 of this Agreement plus such interest thereon as may be accumulated in accordance with the terms of the Escrow Agreement.

"Affiliate" has the meaning set forth in Rule 144 promulgated under the Securities Act.

"Aggregate Warrant Consideration" means for any particular class of outstanding Company Warrants under this Agreement the aggregate consideration payable pursuant to this Agreement with respect to the outstanding unexercised Company Warrants of such class as of the Effective Time. By way of example, the Aggregate Warrant Consideration for the Company Warrants to acquire Series C-1 Preferred Stock as of the Effective Time shall be the sum for all warrants to purchase Series C-1 Preferred Stock outstanding as of the Effective Time of (i) the Series C-1 Per Share Warrant Consideration for each Company Warrant to purchase Series C-1 Preferred Stock multiplied by (ii) the number of shares of Series C-1 Preferred Stock issuable upon exercise of such Company Warrant.

"Alternative Transaction" means: (A) any acquisition or purchase of Company Capital Stock from the Company by any persons or "group" (as defined under Section 13(d) of the Exchange Act and the rules and regulations thereunder) representing more than a 15% voting interest in any class or series of Company Capital Stock or any tender offer or exchange offer or privately negotiated share transfer that if consummated would result in any persons or "group" (as defined under Section 13(d) of the Exchange Act and the rules and regulations thereunder) beneficially owning Company Capital Stock representing 15% or more of the voting interest in any class or series of Company Capital Stock or any merger, consolidation, business combination or similar transaction involving the Company pursuant to which the Company Stockholders immediately preceding such transaction hold less than 85% of the equity interests in any class or series of capital stock of the surviving or resulting entity of such transaction; (B) any sale, lease, exchange, transfer, license, acquisition or disposition of a substantial portion of the assets of the Company; (C) any sale, lease, exchange, transfer, license or disposition to a third party of the Company Business; or (D) any initial public offering of capital stock or other securities of the Company pursuant to a registration statement filed under the Securities Act.

"Applicable Law" means, collectively, all foreign, federal, state, local or municipal laws, statutes, ordinances, regulations, and rules, and all orders, writs, injunctions, awards, judgments and decrees applicable to the assets, properties and business (and any regulations promulgated thereunder) of the applicable company or entity.

"Balance Sheet Date" means November 30, 2006.

"California Law" means the General Corporation Law of the State of California.

"Certificate of Merger" means the certificate of merger to be filed with the Office of the Secretary of State of the State of Delaware at the time of Closing in such appropriate form as shall be required by Delaware Law.

"Closing" means the closing of the transactions necessary to consummate the Merger.

"Closing Cash" means the cash and cash equivalents of the Company as of the Closing Date as reflected on the Closing Statement.

"Closing Cash Adjustment" means the difference (higher or lower) between (i) the Closing Cash of the Company as of the Effective Time, as set forth on the Closing Statement and (ii) the Closing Cash of the Company, as set forth on the Final Closing Statement.

"Closing Common Stock" means the sum of (a) the number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time plus (b) the number of shares of Company Common Stock issuable upon the exercise of Company Options issued and outstanding immediately prior to the Effective Time plus (c) the number of shares of Company Common Stock issuable upon the exercise of Company Warrants to purchase Company Common Stock issued and outstanding immediately prior to the Effective Time.

"Closing Date" means a time and date on which the Closing shall occur to be specified by the parties, which shall be no later than the second business day after the satisfaction or waiver of the conditions set forth in Article VII, or at such other time, date and location as the parties hereto agree in writing.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Per Share Merger Consideration" means the dollar amount rounded to the nearest one hundredth of a cent, equal to the fraction, the numerator of which is (a) Total Consideration plus (b) the aggregate exercise price of all Company Options and Company Warrants to purchase Company Common Stock that are issued and outstanding immediately prior to the Effective Time (as may be adjusted pursuant to Section 5.14 hereof), minus (c) the Preferred Dividend, minus (d) the Aggregate Warrant Consideration for the Company Warrants to purchase Series B Preferred Stock outstanding as of the Effective Time and minus (e) the Aggregate Warrant Consideration for the Company Warrants to purchase Series C-1 Preferred Stock outstanding as of the Effective Time, and the denominator of which is the Closing Common Stock.

"Common Warrant Consideration" means, with respect to each Company Warrant to purchase Company Common Stock, an amount of cash equal to the Common Per Share Merger Consideration minus the exercise price per share of such Company Warrant.

"Company Ancillary Agreements" means, collectively, each certificate to be delivered on behalf of the Company by an officer or officers of the Company at the Closing pursuant to Article VII and each agreement or document (other than this Agreement) that the Company is to enter into as a party thereto pursuant to this Agreement.

"Company Balance Sheet" means the Company's unaudited balance sheet as of the Balance Sheet Date included in the Company Financial Statements.

"Company Business" means the business of the Company as presently conducted.

"Company Capital Stock" means the Company Common Stock and the Company Preferred Stock.

"Company Common Stock" means the Common Stock of the Company.

"Company Disclosure Schedule" means the disclosure schedule attached hereto and dated as of the Agreement Date and delivered by the Company to Macrovision on the Agreement Date listing any exceptions to the representations and warranties of the Company herein (each of which exceptions, in order to be effective, shall clearly indicate the Section and, if applicable, the subsection of Article III to which it relates unless it is reasonably apparent that such disclosure is responsive to another Section (in which case such disclosure shall be deemed disclosed with respect to such other section), whether or not such representation and warranty references the Company Disclosure Schedule, and each of which exceptions shall also be deemed to be a representation and warranty made by the Company under Article III hereof).

"Company Financial Statements" means (A) the Company's audited financial statements (including balance sheet, income statement and statement of cash flows) as of December 31, 2005 and for the fiscal year ended December 31, 2005 and (B) the Company's unaudited financial statements (including balance sheet, income statement and statement of cash flows) as of November 30, 2006 and for the eleven-month period ended November 30, 2006.

"Company Material Contract" means any Contract required to be listed on the Company Disclosure Schedule pursuant to Section 3.11 or Section 3.13.

"Company Optionholders" means the holders of Company Options.

"Company Options" means options to purchase shares of Company Common Stock issued pursuant to the Company Stock Plans.

"Company Option Consideration" means, with respect to each Company Option, an amount of cash equal to the Common Per Share Merger Consideration minus the exercise price per share of such Company Option (as may be adjusted pursuant to Section 5.14 hereof).

"Company Preferred Stock" means the Series A Preferred Stock, the Series A-1 Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series C-1 Preferred Stock of the Company.

"Company Stockholder" means any Company Stockholder, any holder of the Company Warrants that are converted into the right to receive Warrant Consideration, and any Company Optionholder holding Company Options immediately prior to the Effective Time.

"Company Stock Plans" means the 1999 Stock Plan and the 2004 Incentive Plan of the Company.

"Company Stockholders" means the holders of shares of Company Capital Stock.

"Company Warrants" means any outstanding warrants to purchase Common Stock, Series B Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock of the Company.

"Contract" means any legally binding contract, agreement, instrument, or commitment (including leases, licenses, mortgages, notes, guarantees, sublicenses, subcontracts, invoices and purchase orders).

"Delaware Law" means the General Corporation Law of the State of Delaware.

"Denson Out of the Money Warrants" shall mean those certain Company Warrants held by Denson, Ltd. to purchase 10,790,441 shares of Series C Preferred Stock at an exercise price of \$0.70 per share and 16,302,999 shares of Series C Preferred Stock at an exercise price of \$0.84 per share.

"Dissenters Deadline Date" means the first date at or after the Effective Time on which no holder of Company Capital Stock as of immediately prior to the Effective Time has an opportunity to perfect appraisal rights in accordance with Delaware Law or California Law in connection with the Merger in respect of any shares of Company Capital Stock.

"Dissenting Shares" means any shares of Company Capital Stock that are issued and outstanding immediately prior to the Effective Time and in respect of which appraisal rights shall have been perfected prior to the Dissenters Deadline Date in accordance with Delaware Law or California Law, in connection with the Merger.

"Documentation" means, collectively, programmers' notes or logs, source code annotations, user guides, manuals, instructions, software architecture designs, layouts, and any other designs, plans, drawings, documentation, materials, supplier lists, software source code and object code, photographs, development tools, blueprints, media, memoranda and records that are primarily related to or otherwise necessary for the use and exploitation of any products or any products in development of the Company, whether in tangible or electronic form, whether owned by the Company or held by the Company under any licenses or sublicenses (or similar grants of rights).

"Effective Time" means the time of the filing of the Certificate of Merger with the Office of the Secretary of State of the State of Delaware (or such later time as may be mutually agreed in writing by the Company and Microvision and specified in the Certificate of Merger); provided that the Effective Time shall occur on the Closing Date.

"Encumbrance" means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, title retention device, collateral assignment, adverse claim as to title, or other similar title or ownership restriction or encumbrance in respect of such asset including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset. For purposes of clarification only, an inability to sell a security without registering such security for sale

under the Securities Act or other federal securities laws shall not represent an Encumbrance. For purposes of clarification only, an adverse claim with respect to the Company-Owned IP shall not represent an Encumbrance.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any entity which is a member of (A) a "controlled group of corporations", as defined in Section 414(b) of the Code; (B) a group of entities under "common control", as defined in Section 414(c) of the Code; or (C) an "affiliated service group", as defined in Section 414(m) of the Code, or treasury regulations promulgated under Section 414(c) of the Code, any of which includes the Company.

"Escrow Agent" means Wells Fargo Bank, National Association.

"Escrow Holdback Amount" means \$4,200,000 to be withheld from the Total Consideration paid to the Company Stakeholders in accordance with this Agreement and placed in escrow in accordance with the Escrow Agreement and Section 2.3 of this Agreement, plus such interest thereon as may accumulate in accordance with the terms of the Escrow Agreement, for the purpose of securing the Company's indemnity obligations set forth in Section 1.2 of this Agreement. For the avoidance of doubt, the Escrow Holdback Amount shall not include the Accounts Payable Escrow Amount or the Representatives' Expense Fund.

"Escrow Property" means the Escrow Holdback Amount, together with any income thereon received with respect to the Escrow Holdback Amount while such Escrow Property is held in escrow under the Escrow Agreement (as defined in Section 2.3). For the avoidance of doubt, Escrow Property shall not include the Representatives' Expense Fund.

"Escrow Release Date" means the 14-month anniversary of the Closing Date.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Final Downward Adjustment" means the difference between (i) the Final Accounts Payable Adjustment as determined pursuant to Section 2.2 and (ii) the Final Closing Cash Adjustment as determined pursuant to Section 2.2; provided that such difference results in a reduction to the Total Consideration. As an example, if the Final Accounts Payable Adjustment results in a \$150,000 increase in Accounts Payable and the Final Closing Cash Adjustment results in a \$50,000 increase in Closing Cash, then the Final Downward Adjustment shall be \$100,000.

"Final Upward Adjustment" means the difference between (i) the Final Accounts Payable Adjustment as determined pursuant to Section 2.2 and (ii) the Final Closing Cash Adjustment as determined pursuant to Section 2.2; provided that such difference results in an addition to the Total Consideration, not to exceed in any event the difference between the Total Potential Consideration and Total Consideration (as finally computed). As an example, if the Final Accounts Payable Adjustment results in a \$50,000 increase in Accounts Payable and the Final Closing Cash Adjustment results in a \$150,000 increase in Closing Cash, then the Final Upward Adjustment shall be \$100,000.

"Fraud" means the representation as to a fact known to be false by the party making the representation, or the intentional omission of a fact, for the purpose of inducing the other party to act to his or its detriment.

"GAAP" means United States generally accepted accounting principles.

"Governmental Authority" means any court or tribunal, governmental or regulatory body, administrative agency, commission or other governmental authority.

"Independent Accounting Firm" means an accounting firm with which neither the Company nor its subsidiaries have or have had any material prior relationship and which is mutually agreed upon by the Representatives and Merovision.

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"Intellectual Property" means, collectively, all worldwide industrial and intellectual property rights, including patents, patent applications, patent rights, trademarks, trademark registrations and applications therefor, trade dress rights, trade names, service marks, service mark registrations and applications therefor, Internet domain names, Internet and World Wide Web URLs or addresses, copyrights, copyright registrations and applications therefor, mask work rights, mask work registrations and applications therefor, licenses, inventions, trade secrets, know-how, customer lists, supplier lists, proprietary processes and formulas, technology, software source code and object code, algorithms, net lists, architectures, structures, screen displays, photographs, images, layouts, development tools, designs, blueprints, specifications, technical drawings (or similar information in electronic format) and all documentation and media constituting, describing the foregoing, including manuals and programmers' notes.

"Key Employees" means each of Daniel Putterman, Brad Dietrich, Woody Deguchi and Greg Peters.

"Knowledge" means the knowledge of a particular fact, circumstance, event or other matter in question of the executive officers, which for the avoidance of doubt with respect to the Company shall include Daniel Putterman, Gregory Smith, David Goldenberg, Brad Dietrich, Greg Peters, Woody Deguchi and Robert Selzler and directors of an entity (collectively, the "Entity Representatives"). Any such Entity Representative will be deemed to have knowledge of a particular fact, circumstance, event or other matter if (i) such Entity Representative has actual knowledge of the fact, circumstance or event (referred to herein as "actual knowledge") or (ii) such Entity Representative would reasonably be expected to have such knowledge given the person's position with the Company. For the avoidance of doubt, nothing in this definition shall require the Entity Representative to have performed a search.

"Liabilities" means debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, discounted or determinable, known or unknown, including those arising under any law, action or governmental order and those arising under any Contract. For the avoidance of doubt, unknown Liabilities shall not include any Liabilities that could be discovered as a result of the patent search.

"Macrovision Ancillary Agreements" means, collectively, each certificate to be delivered on behalf of Macrovision by an officer or officers of Macrovision at the Closing pursuant to Article VII and each agreement or document (other than this Agreement) that Macrovision is to enter into as a party thereto pursuant to this Agreement.

"Material Adverse Change" and "Material Adverse Effect" when used in connection with an entity means any change, event, circumstance, condition or effect that is or is reasonably likely to be, individually or in the aggregate, materially adverse in relation to the business (including without limitation, the Intellectual Property utilized in such business), financial condition or results of operations of such entity and its Subsidiaries, taken as a whole; provided, however, that a Material Adverse Change or a Material Adverse Effect shall not be deemed to result from or arise out of (i) any such change, event, condition or effect that directly results from the effect of actions by the Company taken at the direction or request of Macrovision pursuant to this Agreement, or (ii) any adverse change, event, circumstance, condition or effect that results from an act of war or any change generally adversely affecting the United States economy so long as the entity is not disproportionately affected thereby.

"Merger Expenses" means all out-of-pocket costs and expenses incurred or payable by the Company in connection with the Merger and this Agreement and the transactions contemplated hereby (including any fees and expenses of legal counsel, financial advisors, investment bankers and accountants related to the Merger). In addition to the foregoing, the parties all agree that (i) Merger Expenses shall also include, all bonus payments (including any payments made to Company Officers/holders related to options granted below fair market value on the date of grant) made between October 31, 2006 and the Effective Time and such bonus payments as are described on Schedule 1.1A hereto, 50% of all accrued but unused vacation liabilities as of the Effective Time (including 50% of any payments for accrued and unused vacation made between the Agreement Date and the Effective Time, provided that any such payments are required by law in the event of a termination or other cessation of employment and provided that such payments shall exclude those made to persons that provided notice of termination or cessation of employment prior to the Agreement Date) and all retention payments and severance payments incurred or payable by the Company as a result of the transactions contemplated by this Agreement, and (ii) Merger Expenses shall not include 50% of all accrued but unused vacation liabilities as of the Effective Time (including 50% of any payments for accrued and unused vacation made between the Agreement Date and the Effective Time, provided that any such

payments are required by law in the event of a termination or other cessation of employment and provided that such payments shall exclude those made to persons that provided notice of termination or cessation of employment prior to the Agreement Date) and the amounts outstanding under the Company's Comerica line of credit (which are forecast to be \$120,220 as of December 31, 2006) or any repayment of such line of credit as of the Effective Time (it being further understood that any repayment of such line of credit as of the Effective Time and 50% of all accrued but unused vacation liabilities as of the Effective Time (including 50% of any payments for accrued and unused vacation made between the Agreement Date and the Effective Time, provided that any such payments are required by law in the event of a termination or other cessation of employment and provided that such payments shall exclude those made to persons that provided notice of termination or cessation of employment prior to the Agreement Date) shall not be treated as reductions in Closing Cash or treated as Accounts Payable as of the Effective Time and therefore shall not operate to reduce the Total Merger Consideration).

"Merger Sub Ancillary Agreements" means, collectively, each certificate to be delivered on behalf of Merger Sub by an officer or officers of Merger Sub at the Closing pursuant to Article VII and each agreement or document (other than this Agreement) that Merger Sub is to enter into as a party thereto pursuant to this Agreement.

"Merger Sub Common Stock" means the Common Stock, par value \$0.001 per share, of Merger Sub.

"Permitted Encumbrances" means (A) statutory liens for taxes that are not yet due and payable; (B) statutory liens to secure obligations to landlords, lessors or renters under leases or rental agreements; (C) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance or similar programs mandated by Applicable Law; (D) statutory liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies and other like liens; and (E) any minor imperfection of title or similar liens, charges or encumbrances which individually or in the aggregate with other such liens, charges and encumbrances does not impair the value of the property subject to such lien, charge or encumbrance or the use of such property in the conduct of the Business.

"Preferred Preferences" means the sum of (a) the Series A Preference multiplied by the aggregate number of shares of Series A Preferred Stock issued and outstanding immediately prior to the Effective Time, (b) the Series A-1 Preference multiplied by the aggregate number of shares of Series A-1 Preferred Stock issued and outstanding immediately prior to the Effective Time, (c) the Series B Preference multiplied by the sum of the aggregate number of shares of Series B Preferred Stock issued and outstanding immediately prior to the Effective Time, (d) the Series C Preference multiplied by the aggregate number of shares of Series C Preferred Stock issued and outstanding immediately prior to the Effective Time, and (e) the Series C-1 Preference multiplied by the aggregate number of shares of Series C-1 Preferred Stock issued and outstanding immediately prior to the Effective Time. For avoidance of doubt, shares of Series A Preferred Stock, Series A-1 Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock, if any, that are converted to Common Stock immediately prior to the Effective Time (including shares so converted to Common Stock following the exercise of Company Warrants immediately prior to the Effective Time) shall not be considered outstanding at the Effective Time.

"Person" means any individual, corporation, company, limited liability company, partnership, limited liability partnership, trust, estate, proprietorship, joint venture, association, organization, entity or Governmental Authority.

"Pro Rata Share" means, as to any Company Stakeholder, a fraction, the numerator of which is the aggregate amount of the Total Consideration that such Company Stakeholder is entitled to receive pursuant to Section 2.1(a) in respect of such Company Stakeholder's equity interest in the Company, and the denominator of which is the aggregate amount of the Total Consideration that all such Company Stakeholders are entitled to receive pursuant to Section 2.1(a) in respect of their equity interest in the Company (other than Dissenting Shares).

"Representatives" means Daniel Putterman and Gregory Smith.

"Representatives' Expense Fund" means \$100,000 to be withheld pro rata from the Total Consideration paid to the Company Stakeholders in accordance with Section 2.2 of this Agreement plus such interest thereon as they accumulate in accordance with the terms of the Escrow Agreement.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Series A Preference" means \$0.75, plus an amount equal to any declared but unpaid dividends on each share of Series A Preferred Stock.

"Series A-1 Preference" means \$1.27, plus an amount equal to any declared but unpaid dividends on each share of Series A Preferred Stock.

"Series A Preferred Stock" means the Series A Preferred Stock of the Company.

"Series A-1 Preferred Stock" means the Series A-1 Preferred Stock of the Company.

"Series B Per Share Warrant Consideration" means, with respect to each Company Warrant to purchase Series B Preferred Stock, an amount of cash per share subject to such Company Warrant equal to the Series B Preference minus the exercise price per share of such Company Warrant.

"Series B Preference" means \$0.42, plus an amount equal to any declared but unpaid dividends on each share of Series B Preferred Stock.

"Series B Preferred Stock" means the Series B Preferred Stock of the Company.

"Series C Preference" means \$0.42, plus an amount equal to \$0.0336 per annum on each share of Series C Preferred Stock, calculated from the date on which such share was purchased, plus an amount equal to any declared but unpaid dividends on each such share of Series C Preferred Stock.

"Series C-1 Per Share Warrant Consideration" means, with respect to each Company Warrant to purchase Series C-1 Preferred Stock, an amount of cash per share subject to such Company Warrant equal to the Series C-1 Preference minus the exercise price per share of such Company Warrant.

"Series C-1 Preference" means \$0.63, plus an amount equal to \$0.0336 per annum on each share of Series C-1 Preferred Stock, calculated from the date on which such share was purchased, plus an amount equal to any declared but unpaid dividends on each such share of Series C-1 Preferred Stock.

"Series C Preferred Stock" means the Series C Preferred Stock of the Company.

"Series C-1 Preferred Stock" means the Series C-1 Preferred Stock of the Company.

"Specified Percentage" means, as to any Specified Party, a fraction: (x) the numerator of which is the sum of (1) the number of shares of Company Common Stock, (2) the number of Company Options, and (3) the number of Company Warrants to purchase shares of Company Common Stock held by such Specified Party, and (y) the denominator of which is the sum of (1) the aggregate number of outstanding shares of Company Common Stock, (2) the aggregate number of outstanding Company Options, and (3) the aggregate number of outstanding Company's Warrants to purchase shares of Company Common Stock. The Specified Percentage shall be calculated as of the Effective Time.

"Spreadsheet" means the spreadsheet to be attached as Schedule 3.4(d) of the Company Disclosure Schedule, which spreadsheet shall be dated as of the Closing Date and shall set forth, as of the Closing Date and immediately prior to the Effective Time, the following factual information relating to holders of Company Capital Stock, Company Options and Company Warrants: (A) the names of all the Company Stockholders, Company Optionholders and holders of the Company Warrants; (B) the number and kind of shares of Company Capital Stock held by, or subject to the Company Options or Company Warrants held by, such Persons and, in the case of outstanding shares, the respective certificate numbers; (C) the exercise price per share in effect for each Company Option or Company Warrant; (D) the number of Unvested Company Options and Company Options and the

Company Warrants as of the Effective Time; and (E) the Pro Rata Share and Specified Percentage (expressed both as a percentage and as a number of shares) of such Company Stakeholder in the Escrow Holdback Amount and the Accounts Payable Escrow Amount as of the Closing Date and immediately prior to the Effective Time. The spreadsheet shall be prepared by the Company and reviewed by Macrovision and the parties shall use reasonable efforts to cause the Spreadsheet to be finalized at least five (5) days prior to the Closing Date (and then updated as needed to reflect further changes up to the Closing Date and immediately prior to the Effective Time including any option or warrant exercises and any conversion of Preferred Stock that occurs prior to the Effective Time). In finalizing the Spreadsheet, the Company shall also update Schedule 3.4(a).

"Subsidiary" means a corporation or other business entity in which the Company owns, directly or indirectly, at least a 50% interest or that is otherwise, directly or indirectly, controlled by such entity.

"Tax" (and, with correlative meaning, "Taxes") means (A) any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever in the nature of a tax, together with any interest or any penalty, addition to tax or additional amount imposed by any governmental entity responsible for the imposition of any such tax (domestic or foreign), (B) any liability for the payment of any amounts of the type described in clause (A) of this sentence as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group for any taxable period, and (C) any liability for the payment of any amounts of the type described in clause (A) or (B) of this sentence as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to indemnify any other Person.

"Total Consideration" means an amount of cash equal to \$42,000,000 plus the excess of (i) the Closing Cash over (ii) the Accounts Payable outstanding as of the Closing Date as reflected on the Closing Statement; provided such excess shall not exceed \$3,000,000.

"Total Potential Consideration" means an amount of cash equal to \$45,000,000.

Other capitalized terms defined elsewhere in this Agreement and not defined in this Article I shall have the meanings assigned to such terms in this Agreement.

ARTICLE II THE MERGER

2.1 Conversion of Shares.

(a) Conversion of Merger Sub Common Stock. At the Effective Time, each share of Merger Sub Common Stock that is issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of Common Stock, par value \$0.001 per share, of the Surviving Corporation, and the shares of the Surviving Corporation into which the shares of Merger Sub Common Stock are so converted shall be the only shares of Company Common Stock that are issued and outstanding immediately after the Effective Time.

(b) Cancellation of Company-Owned Stock. Notwithstanding the provisions of Section 2.1(c) below, each share of Company Capital Stock held by the Company immediately prior to the Effective Time shall be cancelled and extinguished without any conversion thereof.

(c) Conversion of Company Capital Stock.

(i) Company Common Stock. Subject to the terms and conditions of this Agreement, at the Effective Time, each share of Company Common Stock that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without the need for any further action on the part of the holder thereof, be converted into and represent the right to receive an amount of cash, without interest, equal to the Common Per Share Merger Consideration. The amount of cash each Company Stockholder is

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

MACROVISION CORPORATION

MEDIABOLIC, INC.

By: [Signature]
Name: Kevin Budge
Title: CFO

By: _____
Name: _____
Title: _____

MAAMOTH ACQUISITION CORP.

DANIEL PUTTERMAN, AS REPRESENTATIVE

By: [Signature]
Name: Stephen Yu
Title: Secretary

By: _____
Name: _____

GREGORY SMITH, AS REPRESENTATIVE

By: _____
Name: _____

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

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MEDIASOLIC, INC.

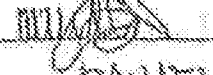
PAGE 01

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

MACROVISION CORPORATION

MEDIA SOLIC, INC.

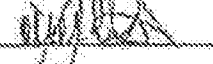
By: _____
Name: _____
Title: _____

By: 
Name: DANIEL FUTTERMAN
Title: CEO

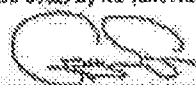
BRAMMOTH ACQUISITION CORP.

DANIEL FUTTERMAN, AS REPRESENTATIVE

By: _____
Name: _____
Title: _____

By: 
Name: DANIEL FUTTERMAN
Title: _____

GREGORY SMITH, AS REPRESENTATIVE

By: 
Name: Gregory Smith

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

UPDATED COMPANY DISCLOSURE SCHEDULE

This Updated Disclosure Schedule (this "Updated Company Disclosure Schedule") is being delivered by Mediabolic, Inc, a Delaware corporation (the "Company"), to modify, qualify and supplement the representations and warranties contained in the Agreement and Plan of Merger, dated as of December 20, 2006 (the "Agreement"), by and among the Company, Macrovision Corporation, a Delaware corporation, Mammoth Acquisition Corp., a Delaware corporation and Representatives named therein. Unless otherwise defined herein, capitalized terms, for all purposes of this Company Disclosure Schedule, shall have the meanings set forth in the Agreement.

The schedule numbers in this Company Disclosure Schedule correspond to the section numbers of the Agreement; provided that any matter disclosed pursuant to one schedule or sub-schedule of the Agreement is deemed disclosed for all other Schedules or sub-schedules of this Company Disclosure Schedule if such matter relates to more than one schedule or sub-schedule of the Agreement and if the level of particularity or manner of disclosure of the matter expressly disclosed in one Schedule or sub-schedule of this Company Disclosure Schedule permits a reasonable person to find such disclosure relevant to such other Schedules or sub-schedules. The cross-referencing of disclosures herein shall not imply that such cross-referenced disclosure is inapplicable to other schedules, to the extent consistent with the preceding sentence, nor shall the failure to cross-reference any particular disclosure imply that such disclosure is inapplicable to a schedule where it is not cross-referenced.

The headings contained in this Company Disclosure Schedule are included for convenience only, and are not intended to limit the effect of the disclosures contained herein. The inclusion of any matter(s) in this Company Disclosure Schedule shall not imply any representation, warranty, covenant or undertaking not expressly given in the Agreement nor shall such disclosure be taken as extending the scope of any of the representations, warranties or covenants in the Agreement. Nothing in this Company Disclosure Schedule shall (i) constitute an admission of liability or obligation of the Company to any third party, (ii) a determination by the Company that such matter(s) are material to the Company's business, assets, results of operations or affairs, nor (iii) an admission against the Company's interest.

Schedule 3.13
(Intellectual Property)

Section 3.13(a) & (c)

The Company represents and warrants that it has paid appropriate license fees for all off the shelf software used by the Company in the operation of the Business and not distributed or included or incorporated in the Company Products and Services. The Company makes no other representation or warranty regarding such off the shelf software.

The Company has not performed a search of whether any of its products or services infringe the patents of third parties.

See attachment -- 'Third Party IP' -- The Company maintains licenses adequate for the Company to engage in the internal development of its software products and to provide the services currently offered by the Company. However, sale and license of the Company's software and Company IP Rights to any third party, and the required sublicense of that software by those third parties to end users generally requires such third party to separately license some or all of the third party intellectual property listed on this list. The Company's representations in 3.13(c) are limited to the extent that the Company cannot ensure that such third parties have obtained such licenses listed on the 'Third Party IP' list.

3.13(b):

See Section 3.12 regarding License Agreements under which the Company has not obtained consent in the Merger.

Section 3.13(c): In early 2003, Ucentric Systems sent a letter to the Company claiming that the Company infringed one of its patents. The Company and its outside patent counsel investigated the patent and determined that the best course of action would be to wait for further action by Ucentric. To date Ucentric has not made any other claims or sent any other correspondence and has not filed any suit against the Company.

In 2003 the Company entered into a license agreement with a customer, which was later terminated prior to any product being developed for that licensee, with the other company retaining no rights to use the Company's software under the terms of the settlement agreement and release entered into between the parties. In April of 2004 the Company noticed that this company's press and marketing materials for one of its products included pictures of a product bearing the Company's logo. The Company did not authorize the use of its logo for this purpose and sent a notice to the other company, who promptly removed the logo from its materials. No further action was pursued by the Company.

In addition, in 2003, the Company and DLink Systems, Inc. entered into a License Agreement for development of software for DLink. Disputes arose as to the delivery dates for that software, and the Company sent a written notice of breach to DLink. The

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Schedule 3.13 Continued

parties subsequently signed a mutual release that released both parties from all liability under that agreement.

The Company received a notice from Thomson that it was required to enter into a license agreement for development of products using MP3 technology. The Company subsequently entered into a license with Thomson, a copy of which was provided or made available to Macrovision.

Section 3.13(a): With respect to trade secrets and protection of Company-Owned IP Rights and other proprietary rights, the Company's offices are on a floor which requires key card access, with keys controlled by the office management, and has the security and protection steps described in the attachments 'Mediabolic Security Policy' and 'Mediabolic Password Policy.'

The Company does not maintain a sign-in or other record of visitors, nor are visitors required to wear name badges or other identification while at the Company premises. The Company often has engineers or other personnel from its customers or partners who receive extended training and/or work on a supervised or unsupervised basis for extended periods at the Company's offices.

For disclosure purposes only and without limiting the Company's representation in the Agreement, while the Company maintains confidentiality agreements with the Companies employing such personnel, the Company takes no special precautions to ensure that such personnel are not exposed to the products of other customers, the Company's IP Rights not licensed by these customers or other trade secrets or proprietary or other information of the Company or its customers or partners. For disclosure purposes only and without limiting the Company's representation in the Agreement, the Company establishes code names for each project, and attempts to use them in all written engineering materials. However, due to the small size and open floor plan of the Company, it is not always possible to keep these names from being seen or heard by these visitors.

Certain of the Company's consultants and partners are employed in countries where enforcement of the Company's contracts and statutory intellectual property rights may be difficult and/or expensive. Such companies may have access to the Company's source code or other significant trade secrets. See Magellan and Lohika Agreements.

The following persons have provided services to the Company, but have not signed an agreement regarding assignment of inventions or other Intellectual Property:

- Amy Carr -- photographer for Exec Team & Board pictures
- Christine AC Photograph -- photographer for Enjoy Brochures
- Deborah Kanarek -- Attorney
- Douglas D Dawkins -- assisted in fixing the phone system
- Douglas Rodgers -- assisted in fixing the phone system
- Dr. Helmut Emmelhenn -- provided a third party engineer/ employee who did sign (Jens Krogh)
- Elfe Kvesters -- bookkeeper for Dan Putterman & Andrea Chavez

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Schedule 3.13 Continued

- Emily Manasewitsch -- provided software training to employees
- Financial Development Advisors, LLC -- provided accounting services to the Company
- Gold Toeman- a former employee hired to be executive assistant to the Company
- Heather Gold -- Edited white paper for marketing
- Jack Wusthof -- Handyman
- Joe Enos -- provided Mediabolio with content research
- John Lory -- provided graphic software training to employees
- Joshua Lipp -- Attorney
- Matsuko Matsunami -- translator
- Matt Price -- former consultant - Consulting negotiation never completed.
- Matthew Coldwell -- Recruiter but never signed contract to do work
- Pamela Campbell -- Painter/Handy person
- Peter Crosby -- DirectShow developer but never started job
- Peter Rachor -- Provided business strategy consulting
- Pro Gent -- IT support
- Sandra Koteen -- Former yoga instructor
- Spinnaker Ventures -- Former Investor Advisor
- Steve Williams -- Driver for CBS
- Traci Burch -- Painter/Handy person
- Tracy Pon -- former receptionist temp

None of the Company's directors (current or former) have signed an agreement regarding confidentiality, protection of proprietary information or assignment of inventions.

Schedule 3.13(f)

Patent Applications -- See attached document, 'All case summary report, dated as of December 19, 2006'

PTO proceedings:

- See attached document, 'PTO Proceedings'
- The Company has engaged in a preliminary appeal process at the USPTO for its patent application listed as P001. The Company filed this pre-appeal paper on or around December 15, 2006. The Company will inform Macrovision when it has received the indication of their decision, at which time it will make a determination as to the advisability of whether or not to continue with the formal appeal or file a request for reexamination.

The Company received office actions with respect to its Trademark registrations, all of which were timely responded to by the Company or its counsel and have been provided or made available to Macrovision. All registrations have since issued.

Trademark / Servicemark Applications and Registrations:

- MEDIABOLIC wordmark - issued in US, Japan, EU
- Mediabolic logo - issued in US, Japan, EU
- M1 Mediabolic - issued in US, Japan, EU

The Company does not make any representation with respect to the common law trademark rights of the above trademarks. The Company's registered trademarks are limited to the jurisdiction listed above.

Trademarks used by the Company for which no applications for registration have been filed:

- M1
- FVR
- Family Video Recording
- Mediabolic Start
- M2
- Mediabolic Connected
- The Mediabolic Connected logo
- MediaSpace
- Global Media Space (GMS)

Internet Domain Name Registrations as of March 2006. Since that date, the Company has not renewed the domain for mlmediaspace.com, which has expired and, as of the date of the Agreement, is available for purchase:

Domain Name	Expires	Registering Company
mlmediaspace.com	12-Jun-06	Network Associates
mediabolic.sg	28-Feb-07	Register.com
mediabolic.com	27-Apr-07	Register.com
mediabolic.tv	23-Nov-07	Namebargain.com
mediabolic.org	18-Nov-08	Network Associates

Schedule 3.13(f)

- See attachment -- 'Contracts Summary -- Inbound Licenses'
- See attachment -- 'Third Party IP List'
- See attachment -- 'Contracts Summary -- Active Customer Agreements'
- See attachment -- 'Contracts Summary -- Other Customer Contracts'

The Loan Agreement and covenants contained therein

Schedule 3.13(g)

See Section 3.11(g)

Case Tracking System All Cases Summary Report

Date: December 19, 2006

Case Number	Country	Priority Case	Status	Filing Date	App. Serial No.	Title
MEDB.P0001	US		Pending	7/19/2001	09/919,316	Home Media Network
MEDB.P0001EP	EPO	MEDB.P0001	Pending	7/19/2002	02/747,000	Home Media Network
MEDB.P0001JP	Japan	MEDB.P0001	Pending	1/3/2004	2003-515753	Home Media Network
MEDB.P0001PCT	PCT	MEDB.P0001	Done		PCT/US2002/23011	Home Media Network
MEDB.P0002	US		Pending	3/14/2002	10/099,064	User Interface for a Media Convergence Platform
MEDB.P0003	US		Pending	11/4/2002	10/288,505	Methods and Apparatus for Client Aggregation of Media in a Networked Media System
MEDB.P0003EPO	EPO	MEDB.P0003	Pending	1/13/2003	03/663,914	Methods and Apparatus for Client Aggregation of Media in a Networked Media System
MEDB.P0003JP	Japan	MEDB.P0003	Pending	4/25/2003	2004-550446	Methods and Apparatus for Client Aggregation of Media in a Networked Media System
MEDB.P0003PCT	PCT	MEDB.P0003	Done		PCT/US2003/035018	Methods and Apparatus for Client Aggregation of Media in a Networked Media System
MEDB.P0004	US		Pending	3/17/2003	10/301,116	Methods and Apparatus for Implementing a Remote Application Over a Network
MEDB.P0004PCT	PCT	MEDB.P0004	Done		PCT/US2004/008278	Methods and Apparatus for Implementing a Remote Application Over a Network
MEDB.P0007	US		Pending	7/2/2003	10/613,401	Independent Buffer Positions for a Networked Personal Video Recording System
MEDB.P0008	US		Pending	2/14/2004	10/779,953	Methods and Apparatus for Rendering User Interfaces and Display Information on Remote Client Devices
MEDB.P0009	US		Pending	7/2/2003	10/613,470	Networked Personal Video Recording System
MEDB.P0009EP	EPO	MEDB.P0009	Pending	7/7/2004	04/774,914	Networked Personal Video Recording System
MEDB.P0009JP	Japan	MEDB.P0009	Pending	12/27/2005	2006-517843	Networked Personal Video Recording System
MEDB.P0009PCT	PCT	MEDB.P0009	Done		PCT/US2004/021377	Networked Personal Video Recording System
MEDB.P0010	US		Pending	7/2/2003	10/613,400	Methods and Apparatus for Client Aggregation of Television Programming in a Networked Personal Video Recording System
MEDB.P0011	US		Pending	7/2/2003	10/613,399	Resource Management for a Networked Personal Video Recording System
MEDB.P0012	US		Pending	12/27/2005	11/318,793	Methods and Apparatus for Integrating Media Across a Wide Area Network
MEDB.P0013	US		Pending	6/23/2004	10/849,775	Methods and Apparatus for Integrating Disparate Media Formats in a Networked Media System
MEDB.P0014	US	MEDB.P0014P	Pending	12/27/2005	11/318,811	Methods and Apparatus for Providing Notifications in a Media System
MEDB.P0014P	US		Converted	1/3/2006	60/641,794	Methods and Apparatus for Providing Notifications in a Media System

Case Tracking System All Cases Summary Report

Date: December 19, 2006

Case Number	Country	Priority Case	Status	Filing Date	App Serial No.	Title
MEDB.P0015	US	MEDB.P0015P	Pending	12/27/2005	11/318,767	Windows Management in a Television Environment
MEDB.P0016	US	MEDB.P0016P	Pending	12/27/2005	60/641,882	Windows Management in a Television Environment
MEDB.P0018	US	MEDB.P0018P	Pending	12/27/2005	11/318,966	Applications Registry for a Television Environment
MEDB.P0019	US	MEDB.P0019P	Pending	12/27/2005	60/641,878	An Applications Registry for a Television Environment
MEDB.P0017	US	MEDB.P0017P	Pending	6/1/2006	11/344,334	Methods and Apparatus for Transferring Media Across a Network Using a Network Interface Device
MEDB.P0018	US	MEDB.P0018P	Pending	11/10/2006	11/595,737	Methods and Apparatus for Transferring Media Across a Network Using a Network Interface Device

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