

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TV GUIDE DATA SOLUTIONS, INC.		04/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1758885	MUZE
Registration Number:	3208024	MUZE
Registration Number:	3407191	MUZE
Registration Number:	3249151	MUZE ESSENTIAL ARTISTS
Registration Number:	2955328	MUZE STORE-PLUS FOR BODY MIND SPIRIT
Registration Number:	3183434	MUZEBOOKS
Registration Number:	3208022	MUZEBOOKS OUT-OF-PRINT
Registration Number:	3174032	MUZEDVD
Registration Number:	2614527	MUZEGAMES
Registration Number:	3174029	MUZEMUSIC
Registration Number:	3321624	MUZEREELS
Registration Number:	2703726	MUZETUNES
Registration Number:	3174034	MUZEVIDEO

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Registration Number:	2267273	THE ENCYCLOPEDIA OF POPULAR MUSIC
Registration Number:	1287905	VIDEOLOG
Serial Number:	78904950	MUZE
Serial Number:	78904956	MUZEBOOKS
Serial Number:	78904958	MUZEBOOKS OUT-OF-PRINT
Serial Number:	78904959	MUZEDVD
Serial Number:	78904978	MUZEGAMES
Serial Number:	78904975	MUZEMUSIC
Serial Number:	78904976	MUZEVIDEO

CORRESPONDENCE DATA

Fax Number: (206)757-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 206-757-8540
Email: michelleleibelt@dwt.com
Correspondent Name: Michelle Leibelt
Address Line 1: 1201 Third Avenue, Suite 2200
Address Line 4: Seattle, WASHINGTON 98101-3045

ATTORNEY DOCKET NUMBER:	88656-2
NAME OF SUBMITTER:	Michelle Leibelt
Signature:	/Michelle Leibelt/
Date:	05/26/2009

Total Attachments: 6
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Supplemental Trademark Security Agreement

This **Supplemental Trademark Security Agreement**, dated as of April 30, 2009, by TV GUIDE DATA SOLUTIONS, INC. (the "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated May 2, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (x) Hedging Obligations not yet due and payable, (y) obligations under Treasury Services Agreements not yet due and payable and (z) contingent indemnification obligations not yet accrued and payable) and termination of the Security Agreement or as otherwise provided in Section 11.4 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge,

grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.

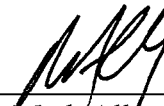
SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TV GUIDE DATA SOLUTIONS, INC.,
as Pledgor

By:  _____
Name: Mark Alloy
Title: Treasurer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name: Sharon Bazbaz
Title: Vice President

*Signature Page to
Supplemental Trademark Security Agreement*

DWT 12776917v1 0088656-000002

**TRADEMARK
REEL: 003993 FRAME: 0556**

IN WITNESS WHEREOF, the Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

TV GUIDE DATA SOLUTIONS, INC.,
as Pledgor

By: _____
Name: Mark Alloy
Title: Treasurer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:  _____
Name: Sharon Bazbaz
Title: Vice President

DWT 12776917v1 0088656-000002

*Signature Page to
Supplemental Trademark Security Agreement*

TRADEMARK
REEL: 003993 FRAME: 0557

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
TV Guide Data Solutions, Inc.	1,758,885	March 16, 1993	MUZE
TV Guide Data Solutions, Inc.	3,208,024	February 13, 2007	MUZE
TV Guide Data Solutions, Inc.	3,407,191	April 1, 2008	MUZE
TV Guide Data Solutions, Inc.	3,249,151	June 5, 2007	MUZE ESSENTIAL ARTISTS
TV Guide Data Solutions, Inc.	2,955,328	May 24, 2005	MUZE STORE-PLUS FOR BODY MIND SPIRIT
TV Guide Data Solutions, Inc.	3,183,434	December 12, 2006	MUZEBOOKS
TV Guide Data Solutions, Inc.	3,208,022	February 13, 2007	MUZEBOOKS OUT-OF-PRINT
TV Guide Data Solutions, Inc.	3,174,032	November 21, 2006	MUZEDVD
TV Guide Data Solutions, Inc.	2,614,527	September 3, 2002	MUZEGAMES
TV Guide Data Solutions, Inc.	3,174,029	November 21, 2006	MUZEMUSIC
TV Guide Data Solutions, Inc.	3,321,624	October 23, 2007	MUZEREELS
TV Guide Data Solutions, Inc.	2,703,726	April 8, 2003	MUZETUNES

*Schedule I to
Supplemental Trademark Security Agreement*

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**TRADEMARK
REEL: 003993 FRAME: 0558**

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
TV Guide Data Solutions, Inc.	3,174,034	November 21, 2006	MUZEVIDEO
TV Guide Data Solutions, Inc.	2,267,273	August 3, 1999	THE ENCYCLOPEDIA OF POPULAR MUSIC
TV Guide Data Solutions, Inc.	1,287,905	July 31, 1984	VIDEOLOG

Trademark Applications*:

OWNER	APPLICATION NUMBER	APPLICATION DATE	TRADEMARK
TV Guide Data Solutions, Inc.	78/904,950	June 9, 2006	MUZE
TV Guide Data Solutions, Inc.	78/904,956	June 9, 2006	MUZEBOOKS
TV Guide Data Solutions, Inc.	78/904,958	June 9, 2006	MUZEBOOKS OUT-OF-PRINT
TV Guide Data Solutions, Inc.	78/904,959	June 9, 2006	MUZEDVD
TV Guide Data Solutions, Inc.	78/904,978	June 9, 2006	MUZEGAMES
TV Guide Data Solutions, Inc.	78/904,975	June 9, 2006	MUZEMUSIC
TV Guide Data Solutions, Inc.	78/904,976	June 9, 2006	MUZEVIDEO

*These applications have been allowed.