

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Roku, Inc.		07/13/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gold Hill Capital 2008, LP		
<b>Street Address:</b>	One Almaden Blvd., Suite 630		
<b>Internal Address:</b>	Attn: Alex Choy		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77933684	ROQUEUE	
<b>Registration Number:</b>	3177666	ROKU	
<b>Registration Number:</b>	3112828	SOUNDBRIDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)636-5454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Co.- J. Paterson		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	848477-10		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		

CH \$90.00 77933684

900197225

**TRADEMARK**  
**REEL: 004584 FRAME: 0618**

Signature:	/jep/
Date:	07/18/2011
Total Attachments: 8 source=7-18-11 Roku-TM#page1.tif source=7-18-11 Roku-TM#page2.tif source=7-18-11 Roku-TM#page3.tif source=7-18-11 Roku-TM#page4.tif source=7-18-11 Roku-TM#page5.tif source=7-18-11 Roku-TM#page6.tif source=7-18-11 Roku-TM#page7.tif source=7-18-11 Roku-TM#page8.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

**1. Name of conveying party(ies):**

ROKU, INC.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: DELAWARE  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) JULY 13, 2011

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: GOLD HILL CAPITAL 2008, LP

Internal

Address: Attn: Alex Choy

Street Address: ONE ALMADEN BLVD., SUITE 630

City: SAN JOSE

State: CA

Country: USA

Zip: 95113

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship USA(Delaware)  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

77933684

B. Trademark Registration No.(s)

3177666; 3112828

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: GOLD HILL CAPITAL 2008, LP

Internal Address: Attn: Alex Choy

Street Address: ONE ALMADEN BLVD., SUITE 630

City: SAN JOSE

State: CALIFORNIA

Zip: 95113

Phone Number: 408-200-7840

Fax Number: 408-200-7841

Email Address: achoy@goldhillcapital.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Maureen Dellinger  
Signature

July 17, 2011

Date

Maureen Dellinger, Esq., attorney for Gold Hill Capital 2008, L.P.

Name of Person Signing

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

8

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between GOLD HILL CAPITAL 2008, LP ("Secured Party") and ROKU, INC. ("Grantor").

### RECITALS

A. Secured Party 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 Secured Party 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). Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party 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 Secured Party 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 Secured Party 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 Schedules 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 Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party 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 Secured Party 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 Secured Party, 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.

GRANTOR:

Address of Grantor:

ROKU, INC.

12980 Saratoga Ave., Suite D  
Saratoga, CA 95070

By: 

Title: CEO

Attn: Anthony Wood and Oliver Hutaff

SECURED PARTY:

Address of Secured Party:

GOLD HILL CAPITAL 2008, LP

By: Gold Hill Capital 2008, LLC, General Partner

One Almaden Blvd., Suite 630  
San Jose, CA 95113

By: \_\_\_\_\_

Attn: Alex Choy

Title: \_\_\_\_\_

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 Ave., Suite D  
Saratoga, CA 95070

Attn: Anthony Wood and Oliver Hutaff

GRANTOR:

ROKU, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Secured Party:

One Almaden Blvd., Suite 630  
San Jose, CA 95113

Attn: Alex Choy

SECURED PARTY:

GOLD HILL CAPITAL 2008, LP  
By: Gold Hill Capital 2008, LLC, General Partner

By: \_\_\_\_\_

Title: \_\_\_\_\_

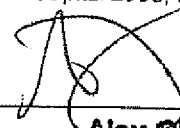
  
**Alex Choy**  
**Associate**  
**Gold Hill Capital**

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
APPARATUS AND METHOD FOR AGGREGATING MEDIA CONTENT	13/082,256	4/7/2011
UNIVERSAL MUSIC PLAYER	D558,781	01/01/2008
GRAPHICAL USER INTERFACE COMPUTER ICON FOR A MONITOR DISPLAY	D546,337	07/10/2007
APPARATUS AND METHOD FOR MULTI-USER CONSTRUCTION OF TAGGED VIDEO DATA	12/952,958	11/23/2010



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ROKU	3,177,666	11/28/2006
SOUNDBRIDGE	3,112,828	07/04/2006
ROQUEUE	77/933,684	02/11/2010

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE