

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIVO RESEARCH AND ANALYTICS, INC.		09/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4108283	HEAVY SWING PURCHASERS	
Registration Number:	3680697	MEDIA TRANALYTICS	
Registration Number:	4046688	PLAN BUY ROI	
Registration Number:	4075531	PURCHASER RATING POINTS	
Registration Number:	4092369	STORYFINDER	
Registration Number:	3999693	THE RIGHT AUDIENCE	
Registration Number:	4786352	TRA	
Serial Number:	85313349	PRP	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		

OP \$215.00 4108283

ATTORNEY DOCKET NUMBER:	F167039
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	12/06/2016

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of September 15, 2016, by TIVO RESEARCH AND ANALYTICS, INC., a Delaware Corporation (“Pledgor”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Joinder Agreement of even date herewith (“Joinder Agreement”), Pledgor is joined as a party to that certain Security Agreement dated July 2, 2014 by Rovi Corporation, a Delaware corporation and certain other borrowers and guarantors party thereto (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 Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and inducements contained in the Credit Agreement and Security Agreement and in order to comply with the terms thereof, 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. 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 Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks;
- (c) Trademark Licenses, pursuant to which a third party is granting rights to Pledgor, included in the Material Intellectual Property Collateral listed on Schedule I attached hereto; and
- (d) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Joinder Agreement joining Pledgor as a party thereto, 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 and Joinder 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 Trademark Security Agreement is deemed to conflict with the Security Agreement or Joinder Agreement, the provisions of the Security Agreement or Joinder Agreement, as applicable, 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 Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This 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 Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

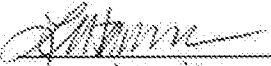
Very truly yours,

TIVO RESEARCH AND ANALYTICS, INC., a
Delaware corporation

By: 
Name: Wesley Gutierrez
Title: Treasurer

Accepted and Agreed:


MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: *Lisa Hansen*
Title: *Authorized Signatory*

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND
TRADEMARK LICENSES

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
TiVo Research and Analytics, Inc.	4108283	HEAVY SWING PURCHASERS
TiVo Research and Analytics, Inc.	3680697	MEDIA TRANALYTICS
TiVo Research and Analytics, Inc.	4046688	PLAN BUY ROI
TiVo Research and Analytics, Inc.	4075531	PURCHASER RATING POINTS (Supplemental Register)
TiVo Research and Analytics, Inc.	4092369	STORYFINDER
TiVo Research and Analytics, Inc.	3999693	THE RIGHT AUDIENCE
TiVo Research and Analytics, Inc.	4786352	TRA (Stylized) (B&W) 

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
TiVo Research and Analytics, Inc.	85313349	PRP

Trademark Licenses pursuant to which a third party is granting rights to Pledgor:

None.