

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550888

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent		11/22/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	FANHATTAN, INC.
Street Address:	2 Circle Star Way
City:	San Carlos
State/Country:	CALIFORNIA
Postal Code:	94070
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4215562	FANHATTAN
Registration Number:	4255447	FANHATTAN
Registration Number:	4359351	FANHATTAN
Registration Number:	4372710	FANFEED
Registration Number:	4969098	FAN TV
Registration Number:	4969099	FAN TV
Serial Number:	85908468	FAN
Serial Number:	85941459	FAN TV
Serial Number:	85941462	FAN
Serial Number:	85941465	FAN TV

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Stewart Walsh
 Address Line 1: 1025 Vermont Ave NW, Ste 1130

OP \$265.00 4215562

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1156554 TM B

NAME OF SUBMITTER: Christian Craft

SIGNATURE: /Christian Craft/

DATE SIGNED: 11/25/2019

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights, dated as of November 22, 2019 (the “Trademark Security Release”), is made by MORGAN STANLEY SENIOR FUNDING, INC., as the collateral agent for the Secured Parties to the Existing Credit Agreement (as defined below) (in such capacity, the “Collateral Agent”), in favor of FANHATTAN, INC., a Delaware corporation (the “Pledgor”). Capitalized terms used and not defined herein have the meanings given to such terms in the Existing Credit Agreement and the Security Agreement (each, as defined below).

WHEREAS, Rovi Solutions Corporation and Rovi Guides, Inc., as borrowers, the guarantors party thereto (including, pursuant to that certain Joinder Agreement, dated as of September 15, 2016, TiVo Corporation, the “Borrower”), entered into that certain Amended and Restated Credit Agreement, originally dated as of July 2, 2014 and amended and restated as of January 26, 2017 (the “Existing Credit Agreement”), pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Existing Credit Agreement, the Pledgor executed and delivered a Joinder Agreement, dated as of January 26, 2017, to that certain Security Agreement, dated as of July 2, 2014, in favor of the Collateral Agent (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Pledgor granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in certain Intellectual Property, including the Trademarks (collectively, the “Trademark Collateral”);

WHEREAS, in connection with the Security Agreement, the Pledgor executed and delivered that certain Trademark Security Agreement dated as of March 31, 2017 made by the Pledgor, in favor of the Collateral Agent (the “Trademark Security Agreement”) for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 31, 2017 on Reel/Frame 6024/0160;

WHEREAS, the Obligations (as defined in the Existing Credit Agreement) secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Collateral Agent therefore desires to release, terminate and discharge its Lien and security interest in and to the Trademark Collateral and grant all of its right, title and interest in the Trademark Collateral to the Pledgor.

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

1. The Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives, and assigns, hereby (a) releases, terminates and discharges to the Pledgor the Collateral Agent’s continuing security interest in, right of setoff against and Lien on, and (b) reassigns to Pledgors any right, title or interest of any kind or nature that it may have in, to or under, the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule 1 hereto.

2. The Collateral Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreement as of the date hereof. At Pledgor's expense, the Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby and terminate the Trademark Security Agreement.

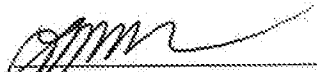
3. Delivery of an executed signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademark Rights to be duly executed and delivered by its officers thereunto duly authorized as of the date above first written.

MORGAN STANLEY SENIOR FUNDING,
INC., in its capacity as Collateral Agent under the
Existing Credit Agreement

By:



Name: LISA HANSON

Title: VICE PRESIDENT

[Signature Page to Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006803 FRAME: 0953



SCHEDULE 1

Trademark Registrations

Owner	Registration Number	Trademark	
Fanhattan, Inc.	4215562	FANHATTAN	
Fanhattan, Inc.	4255447	FANHATTAN & Design	
Fanhattan, Inc.	4359351	FANHATTAN & Design	
Fanhattan, Inc.	4372710	FANFEED	
Fanhattan, Inc.	4,969,098	FAN TV	
Fanhattan, Inc.	4,969,099	FAN TV & Design	

Trademark Applications

Owner	Application Number	Trademark
Fanhattan, Inc.	85/908,468	FAN
Fanhattan, Inc.	85/941,459	FAN TV

Owner	Application Number	Trademark	
Fanhattan, Inc.	85/941,462	FAN & Design	
Fanhattan, Inc.	85/941,465	FAN TV & Design	

Trademark Licenses

None.