

03-10-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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

1. Name of conveying party(ies):

Roku, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Silicon Valley Bank

Internal

Address: _____

Street Address: 3797 Freedom Circle Drive, Suite 600

City: Santa Clara

State: California

Country: USA Zip: 95054

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship California
- 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)

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

Execution Date(s) January 20, 2009

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

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

A. Trademark Application No.(s)

ROKU RADIO, Serial # 78791739; ROKU RADIO, Serial # 78791768
ROKU RADIO, Serial # 78791759

B. Trademark Registration No.(s)

*see attached

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: Silicon Valley Law Group, c/o John W. Easterbrook

Internal Address: _____

Street Address: 25 Metro Drive, Suite 600

City: San Jose

State: California Zip: 95110

Phone Number: 408-573-5700

Fax Number: 408-573-5701

Email Address: jwe@svlg.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

~~\$280.00~~ \$190

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

03/09/2009 MJAMA1 00000071 78791739

01 FC:8521

40.00 OP

Deposit Account Number _____

150.00 OP

Authorized User Name _____

9. Signature:

John W. Easterbrook
Signature

2/2/09

Date

John W. Easterbrook
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Attachment to Trademark Recordation Form
Roku, Inc.

Trademark Registration No.(s)

Serial # 78537364, Registration # 3121974, Mark: PHOTOBRIDGE

Serial # 78445640, Registration # 3112828, Mark: SOUNDBRIDGE

Serial # 78279128, Registration # 3177666, Mark: ROKU

Serial # 77109487, Registration # 3323468, Mark: BRIGHTSIGN

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ROKU, INC. ("Grantor").

RECITALS

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

TRADEMARK

REEL: 003951 FRAME: 0133

Address of Grantor:

12980 Saratoga Avenue
Saratoga, CA 95070

Attn: _____

GRANTOR:

ROKU, INC.

By: A. Wood

Title: CEO

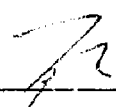
Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: 
Rick Tu

Title: Market Manager

EXHIBIT A

Patents & Patent Applications – USPTO

US Patent #	Status	Title
D558,781	issued	Universal Music Player
D546,337	Issued	Graphics user interface computer icon for a monitor display
20060253547	Applied for	Universal music apparatus for unifying access to multiple specialized music servers

EXHIBIT B

Trademarks – USPTO & Trademark Office

Serial #	Reg #	Mark
78791739		ROKU RADIO
78791768		ROKU RADIO
78791759		ROKU RADIO
78537364	3121974	PHOTOBRIDGE
78445640	3112828	SOUNDBRIDGE
78279128	3177666	ROKU
77109487	3323468	BRIGHTSIGN

EXHIBIT C

COPYRIGHTS

None.

EXHIBIT D

MASK WORKS

None.