

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roku, Inc.		02/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5151588	ROKU	
Registration Number:	4937515	ROKU	
Registration Number:	4937514	ROKU	
Registration Number:	4937513	ROKU	
Registration Number:	4843920		
Registration Number:	4839473		
Registration Number:	4618984	STREAMING STICK	
Registration Number:	4329666		
Registration Number:	4336488		
Registration Number:	4329664		
Registration Number:	4329663		
Registration Number:	4314899	ROKU READY	
Registration Number:	4286059	ROKU	
Registration Number:	4286058	ROKU	
Registration Number:	4318939	ROKU READY	
Registration Number:	3177666	ROKU	
Serial Number:	88039902	ROKU	
Serial Number:	88039898	ROKU TOUCH	

OP \$465.00 5151588

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@coagencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1049083 TM
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NAME OF SUBMITTER:	Brandon Okun
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SIGNATURE:	/Brandon Okun/
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DATE SIGNED:	02/20/2019
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Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of February, 2019, by and among the grantor listed on the signature page hereof (the "Grantor") and **MORGAN STANLEY SENIOR FUNDING, INC.** ("Morgan Stanley"), in its capacity as Collateral Agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 19, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Roku, Inc., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto, the issuing banks from time to time party thereto, Morgan Stanley, as administrative agent and collateral agent, and the other agents and parties thereto, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of February 19, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License with respect to a Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property Licenses with respect to Trademarks, including right to receive any damages, (ii) injury to the goodwill associated with any

Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ROKU, INC., a Delaware corporation

By: 

Name: Steve Loudon

Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK

REEL: 006575 FRAME: 0092

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

MORGAN STANLEY SENIOR FUNDING,
INC.



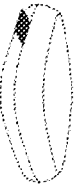

By: 
Name: Jonathon Rau
Title: Authorized Signatory


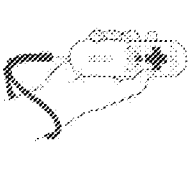
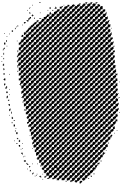
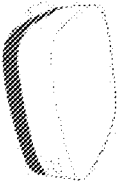
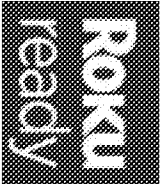

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registrations:

Trademark Name	Owner	Class	App. Number	Reg. Number	Filing Date	Reg. Date
	Roku, Inc.	9, 38, 41, 42	86347739	5151588	7/25/2014	2/28/2017
	Roku, Inc.	9, 38, 41, 42	86347740	4937515	7/25/2014	4/12/2016
Roku	Roku, Inc.	9, 38, 41, 42	86347736	4937514	7/25/2014	4/12/2016
ROKU	Roku, Inc.	9, 38, 41, 42	86347734	4937513	7/25/2014	4/12/2016
	Roku, Inc.	9	86372743	4843920	8/20/2014	11/3/2015
	Roku, Inc.	9	86372745	4839473	8/20/2014	10/27/2015

Trademark Name	Owner	Class	App. Number	Reg. Number	Filing Date	Reg. Date
STREAMING STICK	Roku, Inc.	9, 28	86282756	4618984	5/15/2014	10/7/2014
	Roku, Inc.	9	85691596	4329666	7/31/2012	4/30/2013
	Roku, Inc.	9	85690425	4336488	7/30/2012	5/14/2013
	Roku, Inc.	9	85688053	4329664	7/26/2012	4/30/2013
	Roku, Inc.	9	85688052	4329663	7/26/2012	4/30/2013
	Roku, Inc.	9	85671642	4314899	7/9/2012	4/2/2013
	Roku, Inc.	9	85660716	4286059	6/25/2012	2/5/2013

Trademark Name	Owner	Class	App. Number	Reg. Number	Filing Date	Reg. Date
ROKU	Roku, Inc.	9	85660714	4286058	6/25/2012	2/5/2013
ROKU READY	Roku, Inc.	9	85659333	4318939	6/22/2012	4/9/2013
ROKU	Roku, L.L.C.	9	78279128	3177666	7/25/2003	11/28/2006

Applications:

Trademark Name	Owner	Class	App. Number	Filing Date
ROKU	Roku, Inc.	9	88039902	7/16/2018
ROKU TOUCH	Roku, Inc.	9	88039898	7/16/2018

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses