To the honorable Commissioner of Patents and Trademarks:

1. Name of conveying party(ies):
   Generic Media, Inc.
   6400 Bohannon Drive, Suite 105
   Menlo Park, CA 94025

Additional name(s) of conveying party(ies) attached?  □ Yes  □ No

3. Nature of Conveyance:
   □ Assignment  □ Merger
   □ Security Agreement  □ Change of Name
   □ Other: Grant of Security Interest

Execution Date: July 15, 2002

4. Application number(s) or patent number(s):
   If this document is being filed together with a new application, the execution date of the application is:
   A. Patent Application No.(s)
      09/742,294  10/076,090  09/986,683
   B. Patent No.(s):
      6,407,680

Additional numbers attached?  □ Yes  □ No

5. Name and address of party to whom correspondence concerning document should be mailed:
   Name: Ankey To
   Internal Address: Cooley Godward LLP
   Mailing Address: One Maritime Plaza, 20th Floor
   City: San Francisco  State: CA  Zip: 94111

6. Total number of applications and patents involved:

7. Total Fee (37 CFR 3.41): $160.00
   □ Enclosed
   □ Authorized to be charged to deposit account

8. Deposit account number: 03-3115.
   (Attach duplicate copy of this page if paying by deposit account)

   To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
   Ankey To
   July 26, 2002

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 013117 FRAME: 0888
ADDITIONAL RECEIVING PARTIES

SOFTWARE U.S. Ventures VI L.P.
200 W. Evelyn Street, Suite 200
Mountain View, CA 94041

Mobius Technology Ventures Advisors Fund VI L.P.
200 W. Evelyn Street, Suite 200
Mountain View, CA 94041

Mobius Technology Ventures Side Fund VI L.P.
200 W. Evelyn Street, Suite 200
Mountain View, CA 94041
GRANT OF SECURITY INTEREST
(PATENTS AND TRADEMARKS)

THIS GRANT OF SECURITY INTEREST (PATENTS AND TRADEMARKS) is dated as of July 15, 2002, between GENERIC MEDIA, INC., a California corporation having its chief executive office at 6400 Bohannon Drive, Suite 105, Menlo Park 94025 (the "Assignor"), and MOBIUS TECHNOLOGY VENTURES VI L.P., SOFTBANK U.S. VENTURES VI L.P., MOBIUS TECHNOLOGY VENTURES ADVISORS FUND VI L.P., and MOBIUS TECHNOLOGY VENTURES SIDE FUND VI L.P., each having a representative office at 200 W. Evelyn Street, Suite 200, Mountain View, CA 94043, (each an "A Assignee" and collectively, the "Assignees").

WHEREAS, pursuant to the Secured Note and Warrant Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), by and among the Assignor and the Assignees, the Assignees have made and have agreed to make certain advances of money and to extend certain financial accommodations to Assignor as evidenced by those Secured Convertible Promissory Notes, dated of even date herewith (the "Notes"), executed and delivered by Assignor to the Assignees (collectively, the "Loans");

WHEREAS, pursuant to the terms of a Security Agreement, of even date herewith (the "Security Agreement"), for the benefit of the Assignees, the Assignor has granted to the Assignees a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral (as defined in the Security Agreement); and

WHEREAS, the Assignees are willing to make and extend the Loans to and for the benefit of the Assignor, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of the Assignees, in and to all of Assignor's right, title and interest in and to all Patents and Trademarks (as described below and in the Security Agreement) to secure its payment and performance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Security Agreement are used herein as therein defined.

2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Assignees to enter into the Purchase Agreement and the other Loan Documents and to make and extend the Loans to and for the benefit of the Assignor upon the terms and subject to the conditions thereof, Assignor hereby pledges and hypothecates to the Assignees, and hereby grants to the Assignees a security interest in and to all of Assignor's respective right, title and interest in, to and under all Patents and Trademarks, including, without
limitation, each registered Patent, any Patent applications, each registered Trademark, and any Trademark applications listed on Schedule A hereto, 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 reissues, divisions, continuations, continuations-in-part and renewals thereof.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignees with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Assignees security interest in the Patents and Trademarks will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignees will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment, at Assignor’s sole cost and expense.

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Patents and Trademarks) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

[Remainder of Page Intentionally Blank]
ASSIGNOR:

GENERIC MEDIA, INC.

By: [Signature]

Name: James E. Martin

Title: President and CEO

ASSIGNEES:

MOBIUS TECHNOLOGY VENTURES VI L.P.

SOFTWARE U.S. VENTURES VI L.P.

MOBIUS TECHNOLOGY VENTURES ADVISORS FUND VI L.P.

MOBIUS TECHNOLOGY VENTURES SIDE FUND VI L.P.

By: Mobius VI LLC, General Partner

By: [Signature]

Printed Name: [Signature]

Title: [Signature]

Signature Page to Grant of Security Interest (Patents and Trademarks)

3.
ASSIGNOR:

GENERIC MEDIA, INC.

By: ____________________________

Name: __________________________

Title: ___________________________

ASSIGNEES:

MOBIUS TECHNOLOGY VENTURES VI L.P.

SOFTBANK U.S. VENTURES VI L.P.

MOBIUS TECHNOLOGY VENTURES ADVISORS FUND VI L.P.

MOBIUS TECHNOLOGY VENTURES SIDE FUND VI L.P.

By: Mobius VI LLC, General Partner

By: ____________________________

Printed Name: Greg Galanos

Title: Executive Managing Director

Signature Page to Grant of Security Interest (Patents and Trademarks)

3.
**PATENTS FILED:**

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