

A. Trademark Application numbers:**(Continued)**

76/053,321	76/053,383	75/939,447	75/939,449	76/053,395	76/053,387
76/053,386	76/053,384	76/053,394	78/039,019	75/981,245	78/011,867
78/014,821	76/137,086	76/137,325			

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October __, 2001 is executed by Napster, Inc., a Delaware corporation ("Debtor"), in favor of Bertelsmann AG ("Secured Party").

A. Pursuant to a Secured Promissory Note, dated as of October 30, 2000, and a Secured Promissory Note, dated as of the date hereof, in each case issued by Debtor to Secured Party (collectively, the "Notes"), Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein. Debtor has granted a security interest to Secured Party in certain assets of Debtor to secure Debtor's obligations under the Note pursuant to a Security Agreement dated as of October 30, 2000 between Debtor and Secured Party (as amended, modified or supplemented, the "Agreement").

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (the "Trademarks").

C. Schedule 1-A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of Section 6(c) of the Agreement, of any addition or change which is necessary to be made to Schedule 1-A in order to maintain such schedule completeness or accuracy.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement.

Secured Party's address is:

BERTELSMANN AG
Carl-Bertelsmann-Strasse 270
33311 Guetersloh, Germany

[Signature page follows]

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day
year first above written.

Napster, Inc.

By:  _____

Name: Konrad Hilbers

Title: Chief Executive Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTERESTTRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>
Design (Cat's Head)	78/039,025
Find Your Song	76/053,388
Find Your Song	76/053,319
Find Your Song	76/053,320
Find Your Song	76/053,321
Find Your Song	76/053,383
Gigabeat	75/939,447
Gigabeat	75/939,449
Gigaspiral	76/053,395
Gigaspiral	76/053,387
Gigaspiral	76/053,386
Gigaspiral	76/053,384
Gigaspiral	76/053,394
Napster	78/039,019
Napster	75/981,245
Napster and Design	78/011,867
Napster	78/014,821
Design	76/137,086
Napster and Design	76/137,325