



To the Honorable Commissioner of Patents and T

il documents or copy thereof.

102174656

1. Name of conveying party(ies):

Generic Media, Inc.
6400 Bohannon Drive, Suite 105
Menlo Park, CA 94025

07-26-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

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

Name and address of receiving party(ies):

Name: Mobius Technology Ventures VI L.P.

Internal Address: _____

Street Address: 200 W. Evelyn Street, Suite 200

City: Mountain View State: CA ZIP 94041

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/143,770 76/201,534

B. Trademark Registration No.(s)

2,527,119 2,575,552 2,595,673

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cooley Godward LLP

Internal Address: Attn: Ankey To

Street Address: One Maritime Plaza, 20th Floor

City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved: 5

7. Total fee (37 CFR 3.41):..... \$140.00

- 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)

07/31/2002 TDIAZ1 0000022 76143770

DO NOT USE THIS SPACE

01 FC:401 40.00 OP
02 FC:402 100.00 OP

9. Statement and signature.

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

Date

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

OFFICE OF PATENT AND TRADEMARK RECORDS
07 JUL 23 PM 8:29
FINANCE SECTION

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

**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 "*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