

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vidius, Inc.		10/27/2004	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Lexington Ventures, LLC
<b>Street Address:</b>	9350 Wilshire Boulevard, Suite 400
<b>City:</b>	Beverly Hills
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90212-3206
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA
<b>Name:</b>	STI Ventures Investments B.V.
<b>Street Address:</b>	Haaksbergweg 59, 1101 BR
<b>City:</b>	Amsterdam
<b>State/Country:</b>	NETHERLANDS
<b>Entity Type:</b>	Company formed under the laws of the Netherlands:

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	76113475	VIDIUS
<b>Serial Number:</b>	76327723	PORTAUTHORITY

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)430-6407
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	gdurham@omm.com
<b>Correspondent Name:</b>	Gina M. Durham, Esq.
<b>Address Line 1:</b>	400 South Hope Street
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071

DOMESTIC REPRESENTATIVE

CH \$65.00 76113475

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Gina M. Durham, Esq.

Total Attachments: 4

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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, Vidius, Inc., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has issued to Lexington Ventures, LLC, a California limited liability company, and to STI Ventures Investments B.V., a company formed under the laws of the Netherlands (each a "**Secured Party**"; collectively, the "**Secured Parties**"), a Multiple Advance Senior Promissory Note dated as of October 27, 2004 (as may hereafter be amended, supplemented or otherwise modified from time to time, the "**Notes**", the terms defined in the Notes and not otherwise defined in this Grant of Trademark Security Interest being used as defined in the Notes);

**WHEREAS**, Lexington Ventures, LLC, a California limited liability company, is agent for and representative of the Secured Parties (in such capacity, the "**Agent**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of October 27, 2004 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Grantor, Agent and the Secured Parties, Grantor has created in favor of Agent a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Agent for the benefit of the Secured Parties pursuant to the Security Agreement, Grantor hereby grants to Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, licensed, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 27 day of October, 2004.

**VIDIUS, INC.,  
as Grantor**

By:  \_\_\_\_\_

Name: *Assaf Citai*

Title: *VP of Technical Services*

**SCHEDULE A**  
**TO**  
**GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Vidius Israel, Ltd.	"Vidius"	76113475	August 22, 2000
Vidius, Inc.	"Port Authority"	76327723	October 19, 2001