

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	06/09/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CinemaNow, Inc.		06/09/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TriplePoint Capital LLC
Street Address:	2420 Sand Hill Road, Suite 101
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2692603	CINEMA LATER
Registration Number:	2598978	PATCHBAY
Registration Number:	2777994	PATCHBAY
Registration Number:	3038708	WATCH MOVIES HERE!
Registration Number:	2832243	CINEMA NOW
Registration Number:	3070812	WATCH MUSIC HERE
Serial Number:	76975131	WATCH MOVIES HERE!
Serial Number:	78589585	WATCH MUSIC HERE

CORRESPONDENCE DATA

Fax Number: (415)591-1400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ggillen@winston.com
 Correspondent Name: Winston & Strawn LLP

CH \$215.00 2692603

Address Line 1: 101 California Street, Suite 3900
Address Line 2: Attn: Grace Gillen
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1 (CINEMANOW, INC.
NAME OF SUBMITTER:	John D. Fredericks
Signature:	/John D. Fredericks/
Date:	06/26/2006

Total Attachments: 4

source=Collateral_Grant_Patents_and_Trademarks_-_CinemaNow_439#page1.tif
source=Collateral_Grant_Patents_and_Trademarks_-_CinemaNow_439#page2.tif
source=Collateral_Grant_Patents_and_Trademarks_-_CinemaNow_439#page3.tif
source=Collateral_Grant_Patents_and_Trademarks_-_CinemaNow_439#page4.tif



PLAIN ENGLISH COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

This is a Plain English Collateral Grant of Security Interest of Patents and Trademarks dated June 9, 2006 by and between TriplePoint Capital LLC, a Delaware company and CinemaNow, Inc., a Delaware corporation.

The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is CinemaNow, Inc., and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and CinemaNow, Inc.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated June 9, 2006 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for patents or trademarks.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Patent Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and patent applications and specifically those listed on the attached Schedule A, as the same may be amended to include any patents acquired and patent applications filed and made a part of, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications and specifically those listed on Schedule B attached and made a part of as the same may be amended to include any trademarks acquired and trademark applications acquired, and all registrations and renewals of;
- ⇒ all Proceeds.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. The Loan Agreement is incorporated by reference in this Agreement as though set forth in full and all the capitalized words and other terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. AUTHORIZATION

You authorize and request that the Commissioner of Patents and Trademarks record this Agreement and the interests granted in this Agreement.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect or give priority to Our lien on the Patent Collateral. You will from time to time obtain any instruments or documents as we may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us. In addition, and for such purposes only, You hereby authorize Us to execute and deliver on Your behalf and to file such financing statements, assignments, notices, control agreements, security agreements and other documents without your signature either in Our name or in Our name as agent and attorney-in-fact for You. The Parties agree that a carbon, facsimile, photographic or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in any appropriate office in lieu thereof.

5. OUR RIGHT TO SUE

From and after an event of default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce the Patents and Trademarks. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

6. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties.

7. BINDING EFFECT

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

8. GOVERNING LAW

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You:

CINEMANOW, INC

Signature: 

Print Name: Roland Wiescher

Title: CFO

SCHEDULE A

**To Collateral Grant of Security Interest in Patents and Trademarks
Between CinemaNow, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
None		

PATENT LICENSES

Name	Licensor	Licensee	Patent Number
None			

SCHEDULE B

**To Collateral Grant of Security Interest in Patents and Trademarks
Between CinemaNow, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Registered	Registration Number	Status
CINEMA LATER	March 4, 2003	2,692,603	Registered
PATCHBAY	July 23, 2002	2,598,978	Registered
PATCHBAY	October 28, 2003	2,777,994	Registered
WATCH MOVIES HERE!	January 10, 2006	3,038,708	Registered
CINEMA NOW	April 13, 2004	2,832,243	Registered
WATCH MUSIC HERE	March 21, 2006	3,070,812	Registered

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
WATCH MOVIES HERE!	May 4, 2001	76/975,131	Filed; Notice of Allowance issued December 27, 2005
WATCH MUSIC HERE	March 17, 2005	78/589,585	Filed; Notice of Allowance issued March 7, 2006

TRADEMARK LICENSES

Name	Licensor	Licensee	Number
None			