

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CinemaNow, Inc.		10/28/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Menlo Ventures IX, L.P. in its capacity as Collateral Agent
Street Address:	3000 Sand Hill Road, Building 4, Suite 100
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2832243	CINEMA NOW
Registration Number:	2598978	PATCHBAY
Registration Number:	2777994	PATCHBAY
Registration Number:	2692603	CINEMA LATER
Registration Number:	3038708	WATCH MOVIES HERE!
Registration Number:	3070812	WATCH MUSIC HERE
Registration Number:	3214631	WATCH MOVIES HERE!
Serial Number:	78589585	WATCH MUSIC HERE

CORRESPONDENCE DATA	
Fax Number:	(415)693-2222
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415693244
Email:	crhem@cooley.com
Correspondent Name:	Cooley Godward Kronish LLP
Address Line 1:	101 California Street, 5th Floor

CH \$215.00 2832243

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: MENLO VENTURES 133070-173

NAME OF SUBMITTER: C. Rhem

Signature: /CR/

Date: 10/29/2008

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 28, 2008 by and between CINEMANOW, INC., a Delaware corporation ("**Grantor**") and MENLO VENTURES IX, L.P. in its capacity as Collateral Agent on behalf of the Secured Parties (as defined below) ("**Collateral Agent**").

RECITALS

A. Menlo Ventures IX, L.P., Menlo Entrepreneurs Fund IX, L.P., Menlo Entrepreneurs Fund IX(A), L.P., MMEF IX, L.P., Sonic Solutions, and Lions Gate Films Inc. (collectively, the "**Secured Parties**") have made and may in the future make certain advances of money to Grantor (the "**Loans**") in the amounts and manner set forth in those certain Secured Subordinated Promissory Notes executed by Grantor in favor of Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the "**Notes**") and that certain Note Purchase Agreement, of even date hereof, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "**Purchase Agreement**"). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Collateral Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and among Grantor, Secured Parties, and the Collateral Agent (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"), Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to or under substantially all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

As collateral security for the full, prompt, 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 Secured Parties to cause the Loans to be made, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the "**Collateral**").

Notwithstanding the foregoing, the grant, assignment and transfer of a security interest as provided herein shall not extend to, and the term "*Collateral*" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise or (b) any Account, Chattel Paper, General Intangible or Promissory Note in which Grantor has any right, title or interest if and to the extent such Account, Chattel Paper, General Intangible or Promissory Note includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such Account, Chattel Paper, General Intangible or Promissory Note to enforce any remedy with respect thereto; *provided* that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such Account, Chattel Paper, General Intangible or Promissory Note or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-406(d), 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); *provided further* that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Grantor shall be deemed to have granted on the date hereof a security interest in, all its rights, title and interests in and to such Account, Chattel Paper, General Intangible or Promissory Note as if such provision had never been in effect; and *provided further that* the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such Account, Chattel Paper, General Intangible or Promissory Note and in any such monies and other proceeds of such Account, Chattel Paper, General Intangible or Promissory Note.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement, the Notes, and the Purchase Agreement, and those which are now or hereafter available to the Collateral Agent as a matter of law or equity. Each right, power and remedy of the Collateral Agent provided for herein or in the Security Agreement, the Notes, or the Purchase Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Collateral Agent of any one or more of the rights, powers or remedies provided for herein or in the Security Agreement, the Notes, or the Purchase Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights as to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CINEMA NOW, INC.

By: TF Frank
Print Name: THOMAS F FRANK
Title: CEO

COLLATERAL AGENT:

MENLO VENTURES IX, L.P.

By: MV MANAGEMENT IX, L.L.C.
Its General Partner
By: _____
Managing Member

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CINEMANOW, INC.

By: _____

Print Name: _____

Title: _____

COLLATERAL AGENT:

MENLO VENTURES IX, L.P.

By: MV MANAGEMENT IX, L.L.C.
Its General Partner

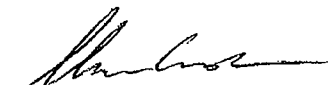
By:  _____
Managing Member

EXHIBIT A
COPYRIGHTS

None

EXHIBIT B
PATENTS

None

EXHIBIT C

TRADEMARKS

CINEMANOW, INC. United States Trademark Portfolio (as of October 28, 2008)				
Trademark	Goods/Services (Int'l Cl. No.)	Application No. (Filing Date)	Registration No. (Registration Date)	Status
CINEMA NOW®	<p>Entertainment in the nature of providing action, documentary, dramatic, foreign, horror, science fiction and musical based audio visual works to be downloaded by means of a global computer network, excluding audio visual work, other than feature films and documentaries and trailers and excerpts from such films and documentaries, which focus on musical performances, musical artists, musical groups and performers (Int'l Cl. 9)</p> <p>Entertainment in the nature of providing action, documentary, dramatic, foreign, horror, science fiction and musical based audio visual works to be displayed by means of a global computer network, excluding audio visual work, other than feature films and documentaries and trailers and excerpts from such films and documentaries, which focus on musical performances, musical artists, musical groups and performers (Int'l Cl. 41)</p>	75/778,837 (August 18, 1999)	2,832,243 (April 13, 2004)	•REGISTERED until April 13, 2014

CINEMANOW, INC.
United States Trademark Portfolio (as of October 28, 2008)

Trademark	Goods/Services (Int'l Cl. No.)	Application No. (Filing Date)	Registration No. (Registration Date)	Status
PATCHBAY®	<p>Licensing of global computer network-based film distribution systems; licensing of entertainment in the form of a website providing audio and audiovisual works, film production equipment, casting notices, stock footage libraries, cinema news and commentary, cinematic-themed contests, cinema clubs and cinema on-line chat rooms (Int'l Cl. 35)</p> <p>Creation and operation of computer websites for others; consulting services in the field of creation and operation of computer websites; and licensing of intellectual property (Int'l Cl. 42)</p>	76/100,574 (August 1, 2000)	2,598,978 (July 23, 2002)	• REGISTERED until July 23, 2012
PATCHBAY®	Licensing of Internet Protocol (IP) based audio, video, text, image, movie and music content distribution systems (Int'l Cl. 35)	78/182,010 (November 5, 2002)	2,777,994 (October 28, 2003)	• REGISTERED until October 28, 2013
CINEMA LATER®	Entertainment services in the nature of providing action, documentary, dramatic, foreign, horror, science fiction and musical based audio and audiovisual works to be displayed or downloaded via IP networks (Int'l Cl. 41)	76/353,445 (December 27, 2001)	2,692,603 (March 4, 2003)	• REGISTERED until March 4, 2013
WATCH MOVIES HERE!®	On-demand transmission of pre-recorded audio and video entertainment material over the internet protocol based networks (Int'l Cl. 38)	76/251,875 (May 4, 2001)	3,038,708 (January 10, 2006)	• REGISTERED until January 10, 2016

CINEMANOW, INC.
United States Trademark Portfolio (as of October 28, 2008)

Trademark	Goods/Services (Int'l Cl. No.)	Application No. (Filing Date)	Registration No. (Registration Date)	Status
WATCH MUSIC HERE®	Downloadable music, music videos and other audio and audio visual recordings featuring music (Int'l Cl. 9)	78/589,587 (March 17, 2005)	3,070,812 (March 21, 2006)	• REGISTERED until March 21, 2016
WATCH MOVIES HERE!™	Downloadable audio and audiovisual recordings featuring action, documentary, dramatic, foreign, horror, science fiction and musical works (Int'l Cl. 9) (ITU) On-line retail store services featuring prerecorded videocassettes and prerecorded DVDs (Int'l Cl. 35) (Use Alleged)	76/975,131 (May 4, 2001)	3,214,631 (March 6, 2007)	• Notice of Allowance issued on December 27, 2005
WATCH MUSIC HERE™	Transmission of music, music video and other audio and audiovisual works over Internet based protocol based networks (Int'l Cl. 38) (ITU)	78/589,585 (March 17, 2005)		• Notice of Allowance issued on March 7, 2006

CINEMANOW, INC.
European Community Trademark (CTM) Portfolio (as of October 28, 2008)

Trademark	Goods/Services (Int'l Cl. No.)	Application No. (Filing Date)	Registration No. (Registration Date)	Comments
CINEMA NOW®	Entertainment in the nature of providing audio and audiovisual works to be displayed or downloaded by means of a global computer network, excluding audio visual works (other than feature films and documentaries and trailers and excerpts from such films and documentaries) which focus on musical performances, musical artists, musical groups and/or performers (Int'l Cl. 41)	001503861 (February 11, 2000)	001503861 (July 28, 2003)	• REGISTERED until February 11, 2010

CINEMANOW, INC.
Australia Portfolio (as of October 28, 2008)

Trademark	Goods/Services (Int'l Cl. No.)	Application No. (Filing Date)	Registration No. (Registration Date)	Comments
CINEMA NOW®	Entertainment in the nature of providing audio and audiovisual works to be displayed or downloaded by means of a global computer network (Int'l Cl. 41)	823934 (February 16, 2000)	823934 (February 16, 2000)	• REGISTERED until February 16, 2010