

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
[Rule 13d-101]

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)**

(Amendment No. 3)*

NeuMedia, Inc.

(Name of Issuer)

Common Stock, \$0.0001 par value

(Title of Class of Securities)

562565101

(CUSIP Number)

Guber Family Trust

c/o Peter Guber

4751 Wilshire Boulevard, 3rd Floor

Los Angeles, California 90010

(323) 549 - 4300

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

December 1, 2011

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Names of Reporting Persons		
1	The Guber Family Trust	
Check the Appropriate Box if a Member of a Group (see instructions)		
2	(a) <input type="checkbox"/>	
	(b) <input checked="" type="checkbox"/>	
SEC Use Only		
Source of Funds (see instructions)		
4	WC	
Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		
5	<input type="checkbox"/>	
Citizenship or Place of Organization		
6	California	
Number of Shares Beneficially by Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 15,914,123 (1)
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 15,914,123 (1)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 15,914,123 (1)	
Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)		
12	<input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 29.5%	
Type of Reporting Person (see instructions)		
14	OO	

(1) Includes: (a) 5,633,225 issued and outstanding shares of common stock, (b) 280,899 shares of common stock issuable upon exercise of warrants at an exercise price of \$2.67 per share, (c) 6,666,666 shares of common stock issuable upon conversion of a convertible note issued by NeuMedia, Inc. (the "Company") with an aggregate principal amount of \$1,000,000, and (d) 3,333,333 shares of common stock issuable upon exercise of warrants at an exercise price of \$0.25 per share.

Names of Reporting Persons	
1	Peter Guber, as Trustee of the Guber Family Trust
Check the Appropriate Box if a Member of a Group (see instructions)	
2	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC Use Only
Source of Funds (see instructions)	
4	OO
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
Citizenship or Place of Organization	
6	United States
Number of Shares Beneficially by Owned by Each Reporting Person With	7 Sole Voting Power 1,500,000 (1)
	8 Shared Voting Power 15,914,123 (2)
	9 Sole Dispositive Power 1,500,000 (1)
	10 Shared Dispositive Power 15,914,123 (2)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 17,414,123 (1)(2)
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions) <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 32.0%
14	Type of Reporting Person (see instructions) IN

(1) Represents 500,000 shares of common stock issuable upon exercise of a stock option and 1,000,000 shares of restricted stock.

(2) Includes: (a) 5,633,225 issued and outstanding shares of common stock, (b) 280,899 shares of common stock issuable upon exercise of warrants at an exercise price of \$2.67 per share, (c) 6,666,666 shares of common stock issuable upon conversion of a convertible note issued by the Company with an aggregate principal amount of \$1,000,000, and (d) 3,333,333 shares of common stock issuable upon exercise of warrants at an exercise price of \$0.25 per share.

CUSIP No. 562565101

Introductory Statement

This Statement on Schedule 13D constitutes Amendment No. 3 (“**Amendment**”) to the Statement on Schedule 13D originally filed with the Securities and Exchange Commission on August 7, 2007 (the “**Schedule 13D**”), as amended by Amendment No. 1 to the Schedule 13D filed on November 19, 2008 and Amendment No. 2 to the Schedule 13D filed on August 12, 2010. Except as otherwise described in this Amendment, the information contained in the Schedule 13D (including Amendment No. 1 and Amendment No. 2 thereto), remains in effect.

Item 1. Security and Issuer

The class of equity securities to which this statement relates is the common stock, \$0.0001 par value per share, (the “Common Stock”) of NeuMedia, Inc. (the “Issuer”). The principal executive offices of the Issuer are located at 4751 Wilshire Boulevard, Third Floor, Los Angeles, CA 90010.

Item 2. Identity and Background

(a) This Amendment is being filed jointly by (i) the Guber Family Trust (the “Trust”) and (ii) Peter Guber, as Trustee of the Guber Family Trust (together, the “Reporting Persons”). The Trust is a trust that has been established by Peter Guber. Peter Guber is the trustee and makes all of the investment and voting decisions for the Trust.

(b) The address of the Reporting Persons is 4751 Wilshire Blvd., 3rd Floor, Los Angeles, CA 90010.

(c) Peter Guber is an executive, entrepreneur, educator, speaker and TV personality. He is Founder and CEO of Mandalay Entertainment Group and was formerly Chairman and CEO of Sony Pictures Entertainment, Chairman and CEO of Polygram Entertainment, Co-Founder of Casablanca Record & Filmworks and President of Columbia Pictures. He is a full professor at UCLA, an author of three books and a professional speaker. He can be seen weekly as an analyst for Fox Business News and as co-host of his 3rd TV show, In the House, on Encore. The address of Mandalay Entertainment Group is 4751 Wilshire Blvd., 3rd Floor, Los Angeles, CA 90010.

(d) The Reporting Persons have not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors).

(e) The Reporting Persons have not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or state securities laws or finding any violation with respect to such laws.

(f) The Trust was established in California. Peter Guber is a United States citizen.

Although this Amendment is being made jointly by the Reporting Persons, each of them expressly disaffirms membership in any group under Rule 13d-5 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise.

Item 3. Source and Amount of Funds or Other Consideration

This Amendment is being filed to report the acquisition of 1,000,000 shares of restricted Common Stock (the "Shares") of the Issuer by Peter Guber pursuant to the terms of a restricted stock agreement. The Shares were issued in consideration of Mr. Guber's past and future services to the Issuer as director without the payment of any cash consideration.

The Shares were issued pursuant to the exemption provided by Section 4(2) of the Securities Act of 1933, as amended, for transactions by an issuer not involving any public offering.

Item 4. Purpose of Transaction

The information set forth in Item 3 above is incorporated by reference herein.

The Reporting Persons intend to continuously assess the Issuer's business, financial conditions, results of operations and prospects, general economic conditions, the securities markets in general and those for the Issuer's securities. Depending on such assessments, the Reporting Persons may, from time to time, acquire additional securities of the Issuer or may determine to sell or otherwise dispose of all or some of its holdings of the Issuer's securities.

The Reporting Persons may also engage in and may plan for their engagement any of the items discussed in clauses (a) through (j) of Item 4 of the instructions to Schedule 13D. However, no Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D, except as set forth herein or such as would occur upon completion of any of the actions discussed herein.

The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the shares of Common Stock, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate including, without limitation, communications with management and the Board of Directors of the Issuer, nominating or recommending additional candidates to serve as members of the Board of Directors of the Issuer, having discussions with other stockholders and potential nominees to the Board of Directors of the Issuer, making proposals to the Issuer concerning changes to the capitalization, ownership structure or operations of the Issuer, purchasing additional shares of Common Stock, selling some or all of their shares of Common Stock, engaging in short selling of or any hedging or similar transaction with respect to the shares of Common Stock, or changing their intention with respect to any and all matters referred to in Item 4.

Item 5. Interest in Securities of the Issuer

(a) As of the date hereof, the Trust is the beneficial owner of 15,914,123 shares of the Common Stock, representing approximately 29.5% of the Common Stock of the Issuer. These shares of Common Stock include: (a) 5,633,225 issued and outstanding shares of Common Stock, (b) 280,899 shares of Common Stock issuable upon exercise of warrants at an exercise price of \$2.67 per share, (c) 6,666,666 shares of Common Stock issuable upon conversion of a convertible note issued by the Issuer with an aggregate principal amount of \$1,000,000, and (d) 3,333,333 shares of Common Stock issuable upon exercise of warrants at an exercise price of \$0.25 per share.

Peter Guber disclaims beneficial ownership of the shares of Common Stock directly and beneficially owned by the Trust, except to the extent of his pecuniary interest therein. Mr. Guber directly owns options to purchase 500,000 shares of Common Stock of the Issuer, which options are fully vested, and 1,000,000 shares of restricted Common Stock of the Issuer, which shares vest in full on December 1, 2012 or upon the earlier occurrence of a change of control of the Company, and may not be transferred for one year (or, upon the satisfaction of certain conditions, 18 months) following the vesting date.

The Reporting Persons are the beneficial owners of 17,414,123 shares of Common Stock in the aggregate, representing approximately 32.0% of the Issuer.

The percentages herein were calculated based on the 41,670,746 shares of the Issuer's Common Stock reported by the Issuer to be issued and outstanding as of November 6, 2011 in the Issuer's latest 10-Q for the fiscal quarter ended September 30, 2011 filed with the Securities and Exchange Commission on November 14, 2011, the 2,000,000 shares of the Issuer's restricted Common Stock reported by the Issuer as having been issued on December 1, 2011 in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 2, 2011 and otherwise in accordance with paragraphs (c) and (d) of Rule 13d-3 under the Exchange Act.

(b) Peter Guber, as trustee of the Trust, has the sole power to vote or to direct the vote and dispose or to direct the disposition of 15,914,123 shares of Common Stock of the Issuer held by the Trust. Mr. Guber shall have the sole power to vote or to direct the vote and to dispose or to direct the disposition of 500,000 shares of Common Stock underlying the options granted to Mr. Guber on June 18, 2008 at an exercise price of \$2.75 per share, upon their exercise and the 1,000,000 shares of restricted Common Stock issued to Mr. Guber on December 1, 2011.

(c) The information set forth in Item 3 is incorporated by reference herein.

Except as described above, the Reporting Persons have not engaged in any transactions involving the securities of the Issuer in the past 60 days.

(d) – (e)

Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Except as described herein or in Amendment No. 1 or Amendment No. 2 to the Schedule 13D, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting persons named in Item 2 hereof and any person with respect to any securities of the Issuer, including but not limited to transfer or voting of any other securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies.

Item 7. Material to Be Filed as Exhibits

99.5 Restricted Stock Agreement

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 5, 2011.

Guber Family Trust

/s/ Peter Guber

as Trustee of the Guber Family Trust

/s/ Peter Guber

Peter Guber

RESTRICTED STOCK AGREEMENT

NEUMEDIA, INC.

RESTRICTED STOCK AGREEMENT (the "Agreement") made as of December 1, 2011 (the "Grant Date"), between NeuMedia, Inc., a Delaware corporation (the "Company"), and Peter Guber (the "Holder").

WHEREAS, in exchange for his valuable services to the Company, the Company desires to offer to the Holder shares of the Company's common stock, \$.0001 par value per share ("Common Stock"), all on the terms and conditions hereinafter set forth; and

WHEREAS, the Holder wishes to accept said offer.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Terms of Grant. The Holder hereby accepts the offer of the Company to issue to the Holder, in accordance with the terms of this Agreement, one million (1,000,000) shares of Common Stock (such shares subject to adjustment pursuant to Subsection 2.1(g) hereof, the "Granted Shares").

Vesting and Other Restrictions.

Vesting Schedule. The Granted Shares shall vest on the first anniversary of the date of this Agreement; provided, however, that all unvested shares of restricted common stock shall vest immediately upon the sale of all or substantially all of the assets of the Company, upon the merger or reorganization of the Company following which the equityholders of the Company immediately prior to the consummation of such merger or reorganization collectively own less than fifty percent (50%) of the voting power of the resulting entity, or upon the sale of equity securities of the Company representing fifty percent (50%) or more of the voting power of the Company or fifty percent (50%) or more of the economic interest in the Company in a single transaction or in a series of related transactions.

Prohibition on Transfer. The Holder recognizes and agrees that all Granted Shares, even if fully vested in accordance with Section 2(a), may not be sold, transferred, assigned, hypothecated, pledged, encumbered or otherwise disposed of, whether voluntarily or by operation of law, other than to the Company (or its designee) for a period of one (1) year from the date such shares vest in accordance with Section 2.1(a) (the "Holding Period"); provided that the Holding Period shall be automatically extended for an additional six (6) months in the event that one million (1,000,000) shares of Common Stock shall not have been issued to Robert Ellin on substantially the same terms as set forth herein, for any reason, by the end of such one (1) year period. The Company shall not be required to transfer any Granted Shares on its books which shall have been sold, assigned or otherwise transferred in violation of this Subsection 2.1(b), or to treat as the owner of such Granted Shares, or to accord the right to vote as such owner or to pay dividends to, any person or organization to which any such Granted Shares shall have been so sold, assigned or otherwise transferred, in violation of this Subsection 2.1(b).

Escrow. The certificates representing all Granted Shares issued to the Holder hereunder shall be delivered to the Company and the Company shall hold such Granted Shares in escrow as provided in this Subsection 2.1(c). The Company shall release from escrow and deliver to the Holder within thirty (30) days of the Holding Period (with respect to any vested shares) a certificate for the whole number of Granted Shares which have vested and for which the Holding Period has expired. Any securities distributed in respect of the Granted Shares held in escrow, including, without limitation, shares issued as a result of stock splits, stock dividends or other recapitalizations, shall also be held in escrow in the same manner as the Granted Shares.

Failure to Deliver Granted Shares. In the event that the Granted Shares to be cancelled by the Company under this Agreement or subject to the Holding Period are not in the Company's possession pursuant to Subsection 2.1(c) above or otherwise and the Holder or the Holder's successor or permitted assignee fails to deliver such Granted Shares to the Company (or its designee), the Company may immediately take such action as is appropriate to transfer record title of such Granted Shares from the Holder to the Company (or its designee) and treat the Holder and such Granted Shares in all respects as if delivery of such Granted Shares had been made as required by this Agreement. The Holder hereby irrevocably grants the Company a power of attorney which shall be coupled with an interest for the purpose of effectuating the preceding sentence.

Adjustments. The Company's 2011 Equity Incentive Plan (the "Plan") contains provisions covering the treatment of shares of common stock in a number of contingencies such as stock splits and mergers. Provisions in the Plan for adjustment with respect to shares of common stock and the related provisions with respect to successors to the business of the Company are hereby made applicable to the Granted Shares hereunder and are incorporated herein by reference.

General Restrictions on Transfer of Granted Shares.

The Holder agrees that in the event the Company proposes to offer for sale to the public any of its equity securities and such Holder is requested by the Company and any underwriter engaged by the Company in connection with such offering to sign an agreement restricting the sale or other transfer of Granted Shares, then it will promptly sign such agreement and will not transfer, whether in privately negotiated transactions or to the public in open market transactions or otherwise, any Granted Shares or other securities of the Company held by him or her during such period as is determined by the Company and the underwriters, not to exceed ninety (90) days following the closing of the offering, plus such additional period of time as may be required to comply with NASD Rule 2711 or similar rules thereto (such period, the "Lock-Up Period"). Such agreement shall be in writing and in form and substance reasonably satisfactory to the Company and such underwriter and pursuant to customary and prevailing terms and conditions. Notwithstanding whether the Holder has signed such an agreement, the Company may impose stop-transfer instructions with respect to the Granted Shares or other securities of the Company subject to the foregoing restrictions until the end of the Lock-Up Period.

The Holder acknowledges and agrees that neither the Company nor its shareholders nor its directors and officers has any duty or obligation to disclose to the Holder any material information regarding the business of the Company or affecting the value of the Granted Shares at any time, including, without limitation, any information concerning plans for the Company to make a public offering of its securities or to be acquired by or merged with or into another firm or entity.

Purchase for Investment; Securities Law Compliance. The offering and sale of the Granted Shares have not been effectively registered under the Securities Act of 1933, as amended (the "1933 Act"). The Holder hereby represents and warrants that he or she is acquiring the Granted Shares for his or her own account, for investment, and not with a view to, or for sale in connection with, the distribution of any such Granted Shares. The Holder understands that because the Granted Shares have not been registered under the 1933 Act, the Holder must continue to bear the economic risk of the investment for an indefinite period of time. The Holder represents and warrants that the Holder (a) has been furnished with all information which it deems necessary to evaluate the merits and risks of the receipt of the Granted Shares, (b) has had the opportunity to ask questions concerning the Granted Shares and the Company and all questions posed have been answered to his or her satisfaction, (c) has been given the opportunity to obtain any additional information he or she deems necessary to verify the accuracy of any information obtained concerning the Granted Shares and the Company and (d) has such knowledge and experience in financial and business matters that the Holder is able to evaluate the merits and risks of investing in the Granted Shares and to make an informed investment decision relating thereto. The Holder specifically acknowledges and agrees that any sales of Granted Shares shall be made in accordance with the requirements of the 1933 Act, in a transaction as to which the Company shall have received an opinion of counsel satisfactory to it confirming such compliance. The Holder shall be bound by the provisions of the following legend which shall be endorsed upon the certificate(s) evidencing the Granted Shares issued:

"The shares represented by this certificate have been taken for investment and they may not be sold or otherwise transferred by any person, including a pledgee, unless (1) either (a) a Registration Statement with respect to such shares shall be effective under the Securities Act of 1933, as amended, or (b) the Company shall have received an opinion of counsel satisfactory to it that an exemption from registration under such Act is then available, and (2) there shall have been compliance with all applicable state securities laws."

No Rights as a Stockholder. The Holder shall not have any rights as a stockholder with respect to the Granted Shares, including voting and dividend rights, unless and until such Granted Shares shall have vested in accordance with the terms hereof, and in all cases subject to the restrictions set forth herein.

Legend. All certificates representing the Granted Shares to be issued to the Holder pursuant to this Agreement shall have endorsed thereon a legend substantially as follows:

“The shares represented by this certificate are subject to restrictions set forth in a Restricted Stock Agreement dated as of December 1, 2011 with this Company, a copy of which Agreement is available for inspection at the offices of the Company or will be made available upon request.”

Tax Liability of the Holder and Payment of Taxes. The Holder acknowledges and agrees that any income or other taxes due from the Holder with respect to the Granted Shares issued pursuant to this Agreement, shall be the Holder’s responsibility. Without limiting the foregoing, the Holder agrees that, to the extent that the lapsing of restrictions on disposition of any of the Granted Shares or the declaration of dividends on any such shares before the lapse of such restrictions on disposition results in the Holder’s being deemed to be in receipt of earned income, the Company shall be entitled to immediate payment from the Holder of the amount of any tax required to be withheld by the Company under applicable tax law. The Holder has been given the opportunity to obtain the advice of his or her tax advisors with respect to the tax consequences of the purchase of the Granted Shares and the provisions of this Agreement.

Upon execution of this Agreement, if the Holder is a United States tax payer, the Holder may file an election under Section 83 of the Internal Revenue Code of 1986, as amended, in substantially the form attached as Exhibit B. The Holder acknowledges that if he or she does not file such an election, as the Granted Shares become vested in accordance with Section 2.1, the Holder will have income for tax purposes equal to the fair market value of the Granted Shares at such date, less the price paid for the Granted Shares by the Holder.

Any taxes due from the Holder that are required to be withheld by the Company under any applicable tax law shall be paid by the Holder by depositing with the Company an amount of cash equal to the amount determined by the Company to be required with respect to the statutory minimum of the Holder’s estimated total federal, state and local tax obligations associated with the vesting of such shares with respect to the Granted Shares or otherwise withholding from the Holder’s paycheck an amount equal to the withholding tax due and payable.

Equitable Relief. The Holder specifically acknowledges and agrees that in the event of a breach or threatened breach of the provisions of this Agreement, including the attempted transfer of the Granted Shares by the Holder in violation of this Agreement, monetary damages may not be adequate to compensate the Company, and, therefore, in the event of such a breach or threatened breach, in addition to any right to damages, the Company shall be entitled to equitable relief in any court having competent jurisdiction. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for any such breach or threatened breach.

No Obligation to Maintain Relationship. The Company is not by this Agreement obligated to continue the Holder as an employee, director or consultant of the Company or any affiliate thereof. The Holder acknowledges: (a) that the grant of the shares is a one-time benefit which does not create any contractual or other right to receive future grants of shares, or benefits in lieu of shares; (b) that all determinations with respect to any such future grants, including, but not limited to, the times when shares shall be granted, the number of shares to be granted, the purchase price, and the time or times when each share shall vest, will be at the sole discretion of the Company; (c) that the value of the Granted Shares is an extraordinary item of compensation which is outside the scope of the Holder's employment contract, if any; and (d) that the Granted Shares are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

Notices. Any notices required or permitted by the terms of this Agreement shall be given by recognized courier service, facsimile, registered or certified mail, return receipt requested, addressed as follows:

If to the Company:

NeuMedia, Inc.
4751 Wilshire Blvd., 3rd Floor
Los Angeles, CA 90010

If to the Holder:

c/o NeuMedia, Inc.
4751 Wilshire Blvd., 3rd Floor
Los Angeles, CA 90010

or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given on the earliest of receipt, one business day following delivery by the sender to a recognized courier service, or three business days following mailing by registered or certified mail.

Benefit of Agreement. Subject to the other provisions hereof, this Agreement shall be for the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof. For the purpose of litigating any dispute that arises under this Agreement, whether at law or in equity, the parties hereby consent to exclusive jurisdiction in the State of California and agree that such litigation shall be conducted in the state courts of State of California or the federal courts of the United States for the District of Los Angeles, California.

Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be modified to the extent necessary to make such provision valid and enforceable, and to the extent that this is impossible, then such provision shall be deemed to be excised from this Agreement, and the validity, legality and enforceability of the rest of this Agreement shall not be affected thereby.

Entire Agreement. This Agreement, together with the Services Agreement, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement.

Modifications and Amendments; Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

Consent of Spouse/Domestic Partner. If the Holder has a spouse or domestic partner as of the date of this Agreement, the Holder's spouse or domestic partner shall execute a Consent of Spouse/Domestic Partner in the form of Exhibit A hereto, effective as of the date hereof. Such consent shall not be deemed to confer or convey to the spouse or domestic partner any rights in the Granted Shares that do not otherwise exist by operation of law or the agreement of the parties. If the Holder subsequent to the date hereof, marries, remarries or applies to the Company for domestic partner benefits, the Holder shall, not later than sixty (60) days thereafter, obtain his or her new spouse/domestic partner's acknowledgement of and consent to the existence and binding effect of all restrictions contained in this Agreement by having such spouse/domestic partner execute and deliver a Consent of Spouse/Domestic Partner in the form of Exhibit A.

Counterparts. This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Data Privacy. By entering into this Agreement, the Holder: (a) authorizes the Company and each affiliate thereof to disclose to the Company or any of its affiliates such information and data as the Company or any such affiliate shall request in order to facilitate the grant of Granted Shares; (b) waives any data privacy rights he or she may have with respect to such information; and (c) authorizes the Company and such affiliate to store and transmit such information in electronic form.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NeuMedia, Inc.

By: _____
Name:
Title:

Holder:

By: _____
Name: Peter Guber
