

RECORDATION FORM TRADEMARK

06-17-1999

DEPARTMENT OF COMMERCE
Patent and Trademark Office

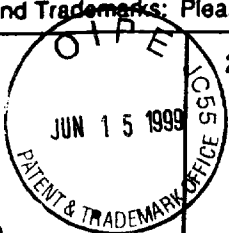


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To the Honorable Commissioner of Patents and Trademarks: Please

copy thereof.



1. Name of conveying party(ies):

Computer Generation Incorporated
Building G, 4th Floor
5775 Peachtree Dunwoody Road
Atlanta, GA 30342

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

med 6-15-99

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 4, 1999

2. Name and address of receiving party(ies)

Name: NationsBank, N.A.
Internal Address: Independence Center
Street Address: 101 N. Tryon St., 15th Floor
City: Charlotte State: NC ZIP: 28255

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
None

B. Trademark Registration No.(s)
See attached

Additional numbers attached? Yes No

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

Name: Melissa C. Batten
Internal Address: McGuire, Woods, Battle & Boothe
Street Address: 100 N. Tryon Street
Suite 2900
City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Melissa C. Batten
Name of Person Signing

Melissa Batten
Signature

June 7, 1999
Date

5

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

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>REGISTRATION NUMBER</u>	<u>INT'L CLASS</u>	<u>REGISTRATION DATE</u>	<u>MARK</u>
1,384,068	9,38,42	FEBRUARY 25, 1986	COMPUTER GENERATION

[SCHEDULE A TO THE COLLATERAL ASSIGNMENT OF A SECURITY INTEREST
IN U.S. PATENTS AND TRADEMARKS-CGI]

\\CLT\8845\Crescent Working Documents\K&S Schedules\Schedules to CGI Security Agreement.doc

COLLATERAL ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, COMPUTER GENERATION INCORPORATED, a Delaware corporation (the "*Assignor*"), having its chief executive office at Building G, 4th Floor, 5775 Peachtree Dunwoody Road, Atlanta, Georgia 30342, hereby collaterally assigns and grants to NATIONSBANK, N.A., as collateral agent (the "*Collateral Agent*") for the benefit of (a) NationsBank, N.A., as administrative agent on behalf of Peach State Investments, a Cayman Islands limited liability company, and (b) Compufin Limited, a Cayman Islands limited liability company (collectively, the "*Secured Parties*"), such Collateral Agent having offices at 101 N. Tryon Street, 15th Floor, Independence Center, Charlotte, North Carolina 28255, a security interest in (all of which are herein collectively referred to as the "*PTO Collateral*") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "*Marks*"), (ii) all of the Assignor's right, title and interest in and to the United States patents and patent applications set forth on Schedule B attached hereto (the "*Patents*"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS COLLATERAL ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the CGI Security Agreement, dated as of May 4, 1999, between the Assignor and the Collateral Agent (as amended, supplemented or modified from time to time, the "*Security Agreement*"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Assignor an instrument in writing releasing the collateral assignment and security interest in the PTO Collateral acquired under this Collateral Assignment.

THIS COLLATERAL ASSIGNMENT has been 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 herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Collateral Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Collateral Assignment as of the 4th day of May, 1999.

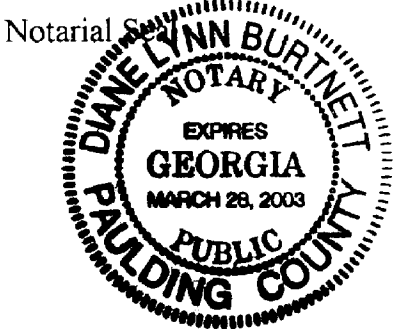
COMPUTER GENERATION INCORPORATED, as Assignor

By: [Signature]
Name: Jackie M. Ward
Title: President & CEO

STATE OF Georgia
County OF Fulton

The foregoing instrument was acknowledged before me this 4th day of May, 1999 by Jackie Ward as President & CEO of Computer Generation Incorporated, a Delaware corporation, on behalf of the corporation.

My commission expires:



[Signature]
Notary Public

NATIONSBANK, N.A.,
as Collateral Agent

By: [Signature]
Name: Asad Zafar
Title: Vice President

PATENTS AND PATENT APPLICATIONS

None

**[SCHEDULE B TO THE COLLATERAL ASSIGNMENT OF A SECURITY INTEREST
IN U.S. PATENTS AND TRADEMARKS-CGI**

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