

02-03-2003

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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102354503

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

2-3-03

Digital On-Demand, Inc.

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

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

2. Name and address of receiving party(ies)

Name: General Electric Capital

Internal Corporation

Address:

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other (Counterpart and Acknowledgment Trademark Security Agreement)

Execution Date: 01/28/2003

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

2,507,743

2,559,496

Additional number(s) attached Yes No

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

Name: Richard Feldman

Internal Address: O'Melveny & Myers LLP

Street Address: 30 Rockefeller Plaza

City: New York State: NY Zip: 10112

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Richard Feldman

Name of Person Signing

Richard Feldman
Signature

1/31/03
Date

Total number of pages including cover sheet, attachments, and document: 7

02/04/2003 6TON11 00000053 2507743

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:0521
02 FC:0522

40.00 OP
25.00 OP

TRADEMARK
REEL: 002663 FRAME: 0153

**COUNTERPART AND ACKNOWLEDGMENT
(Trademark Security Agreement)**

This **COUNTERPART AND ACKNOWLEDGMENT TO THE TRADEMARK SECURITY AGREEMENT** (this "**Counterpart**") is dated as of January 28, 2003 and is made with reference to that certain Trademark Security Agreement dated as of August 19, 1998 (as previously amended, restated, supplemented or otherwise modified and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") among AEC One Stop Group, Inc. (the "**Existing Grantor**") as grantor in favor of General Electric Capital Corporation ("**GE Capital**") as agent (in such capacity, the "**Agent**") for the lenders party to that certain Second Amended and Restated Credit Agreement dated as of January 28, 2003 by and among AEC One Stop Group, Inc. ("**Company**"), the other Credit Parties signatory thereto, the Lenders party thereto from time to time and Agent (such agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Trademark Security Agreement.

By execution of this Counterpart, Digital On-Demand, Inc., a California corporation ("**Digital On-Demand**"), agrees to become a party to the Trademark Security Agreement as a Grantor for all purposes thereunder and under the other Loan Documents and to be jointly and severally liable for all Secured Obligations to the full extent set forth therein. Without limiting the foregoing, to secure the Secured Obligations, Digital On-Demand hereby assigns and pledges to Agent as security and hereby grants to Agent, in each case for the benefit of Lenders to the full extent permitted by law, a security interest in the Collateral.

Annexed hereto is a supplement to Schedule I of the Trademark Security Agreement, setting forth in each instance the information necessary to make such Schedule I true, correct and complete and not misleading as a result of the addition of Digital On-Demand as Grantor thereunder.

Digital On-Demand hereby represents and warrants to Lenders that the representations and warranties applicable to Digital On-Demand under the Trademark Security Agreement, in each case as supplemented by the Schedule supplement annexed hereto, are true, correct and complete in all material respects to the same extent as though made on and as of the date hereof, and as of the Counterpart Effective Date (as defined below), except to the extent such representations and warranties specifically relate to an earlier date, in which case they are true, correct and complete in all material respects as of such earlier date.

THIS COUNTERPART SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

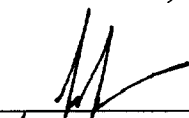
This Counterpart may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document and, pursuant to the terms of the Trademark Security Agreement, all such counterparts shall be attached to, and be a part of, the Trademark Security Agreement.

This Counterpart shall become effective (such date being the “**Counterpart Effective Date**”) upon the execution of a counterpart hereof by each of the parties hereto and receipt by Agent of written or telephone notification of such execution and authorization of delivery thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Digital On-Demand has caused this Counterpart to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

DIGITAL ON-DEMAND, INC.

By: 
Name: George W. Campagna
Title: CFO

ACKNOWLEDGMENT. The undersigned hereby consents to this Counterpart and agrees that each Loan Document to which it is a party shall continue in full force and effect and shall be valid and enforceable, is hereby ratified and confirmed and shall not be impaired or limited by the execution and delivery of this Counterpart.

EXISTING GRANTOR:

AEC ONE STOP GROUP, INC.

By: _____

Name: _____

Title: _____

[Handwritten signature: George W. Campagna]
[Handwritten initials: GWC]

**SUPPLEMENT TO
SCHEDULE I
TO THE
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. US REGISTRATIONS

Mark	Registration Number	Registration Date
REDDOT DESIGN	2,507,743	11/13/01
REDDOT DESIGN	2,559,496	4/9/02



O'MELVENY & MYERS LLP

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TYSONS CORNER
WASHINGTON, D.C.
HONG KONG
LONDON
SHANGHAI
TOKYO

January 31, 2003

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

OUR FILE NUMBER
301,889-025

WRITER'S DIRECT DIAL
212-326-4372

WRITER'S E-MAIL ADDRESS
rfeldman@omm.com

Re: Assignment of Trademark Security Interest

Dear Sir or Madam:

Attached please find the following:

- (1) Counterpart and Acknowledgment (Trademark Security Agreement), dated 1/28/03
- (2) the completed Recordation Form Cover Sheet
- (3) a check for the filing fee amount of \$65.00.

Please file and record the enclosed Assignment with the USPTO.

Thank you,

Richard Feldman
Professional Legal Assistant

Attachments

NY1:1429265.1

RECORDED: 02/03/2003

TRADEMARK
REEL: 002663 FRAME: 0159