

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Generation Systems, Inc.		08/31/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JP Morgan Chase Bank
Street Address:	2200 Ross Avenue, 5th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	New York Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2121909	SCENES ON DEMAND
Registration Number:	2864406	THE SOURCE CREATIVES

CORRESPONDENCE DATA	
Fax Number:	(214)756-8649
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(214) 740-8649
Email:	mdubner@lockeliddell.com
Correspondent Name:	Michael W. Dubner
Address Line 1:	2200 Ross Avenue, Suite 2200
Address Line 4:	Dallas, TEXAS 75201-6776

ATTORNEY DOCKET NUMBER:	88624 79773
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NAME OF SUBMITTER:	Michael W. Dubner
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Total Attachments: 13  
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## SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of August 31, 2004, is executed by DIGITAL GENERATION SYSTEMS, INC., a Delaware corporation, 750 W. John Carpenter Freeway, Suite 700, Irving, Texas 75039 (the "Borrower"), each of the undersigned Subsidiaries, 750 W. John Carpenter Freeway, Suite 700, Irving, Texas 75039 (together with the Borrower, referred to collectively as "Debtors"), in favor of JPMORGAN CHASE BANK, a New York banking corporation ("Chase"), not in its individual capacity but solely as administrative agent for itself and each of the other banks or lending institutions (each a "Lender" and, collectively, the "Lenders") which is or may from time to time become a signatory to the Credit Agreement (hereinafter defined) or any successor or permitted assignee thereof (Chase in such capacity, together with its successors in such capacity, the "Administrative Agent"), 2200 Ross Avenue, 5<sup>th</sup> Floor, Dallas, Texas 75201.

### RECITALS:

A. The Borrower, the Administrative Agent and the Lenders have entered into that certain Amended and Restated Credit Agreement dated as of June 10, 2004 (the "Existing Credit Agreement").

B. Concurrently herewith, the parties to the Existing Credit Agreement are entering into a Second Amended and Restated Credit Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, being hereinafter referred to as the "Credit Agreement"), which amends and restates the Existing Credit Agreement.

C. Pursuant to the Existing Credit Agreement and the Credit Agreement, Debtors and the Administrative Agent have entered into that certain Amended and Restated Security Agreement dated as of June 10, 2004 (the "Existing Security Agreement"), and that certain Second Amended and Restated Security Agreement of even date herewith (as the same has been and may be amended, supplemented or modified from time to time, the "Security Agreement"), which amends and restates the Existing Security Agreement, pursuant to which Debtors have granted to the Administrative Agent, and renewed and continued, a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service Mark registrations and applications, both foreign and domestic, at any time owned by Debtors, or any of them, including without limitation those described on Exhibit "A" hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

D. It is a condition precedent to the Administrative Agent's and the Lenders' obligations under the Credit Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Each Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to, Administrative Agent for the pro rata benefit of the Lenders, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), in and to such Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as (i) all of the Secured Obligations have been completely paid and performed in full, (ii) no Letters of Credit (as defined in the Credit Agreement) are outstanding, and (iii) all Commitments (as defined in the Credit Agreement) have terminated, the Administrative Agent shall release its security interest in each Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.


3. Each Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Administrative Agent and Debtors. This Assignment shall be binding upon Debtors and their respective successors and permitted assigns, and shall inure to the benefit of Administrative Agent and its successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Administrative Agent is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks.

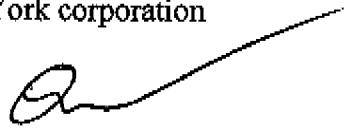
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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

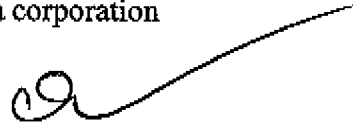
DIGITAL GENERATION SYSTEMS, INC.,  
a Delaware corporation

By:   
Name: Omar A. Choucair  
Title: Chief Financial Officer and Secretary

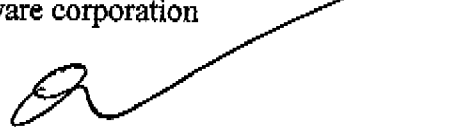
DIGITAL GENERATION SYSTEMS OF NEW  
YORK, INC.,  
a New York corporation

By:   
Name: Omar A. Choucair  
Title: President


STARGUIDE DIGITAL NETWORKS, INC.,  
a Nevada corporation

By:   
Name: Omar A. Choucair  
Title: President and Treasurer


STARCOM MEDIATECH, INC.,  
a Delaware corporation

By:   
Name: Omar A. Choucair  
Title: President


CORPORATE COMPUTER SYSTEMS  
CONSULTANTS, INC.,  
a Delaware corporation

By:   
Name: Omar A. Choucair  
Title: President

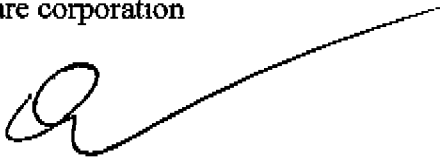
CORPORATE COMPUTER SYSTEMS, INC.,  
a Delaware corporation

By:   
Name: Omar A. Choucair  
Title: President

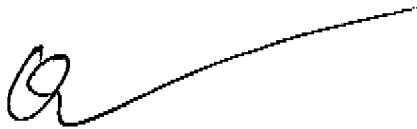
MUSICAM EXPRESS, L.L.C.,  
a Delaware limited liability company

By:   
Name: Omar A. Choucair  
Title: President

DG SYSTEMS ACQUISITION CORPORATION,  
a Delaware corporation

By:   
Name: Omar A. Choucair  
Title: President

DG SYSTEMS ACQUISITION II  
CORPORATION,  
a Delaware corporation

By:   
Name: Omar A. Choucair  
Title: President


JPMORGAN CHASE BANK,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DG SYSTEMS ACQUISITION II  
CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Omar A. Choucair  
Title: President

JPMORGAN CHASE BANK,  
as Administrative Agent

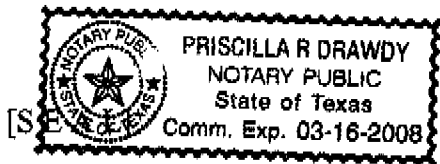
By:  \_\_\_\_\_  
Name: David E. Violet  
Title: Vice President



THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

Before me \_\_\_\_\_ on this day personally appeared Omar A. Choucair, Chief Financial Officer and Secretary of DIGITAL GENERATION SYSTEMS, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 30<sup>th</sup> day of Aug, 2004.



[Signature]  
Notary Public - State of Texas

My Commission Expires:

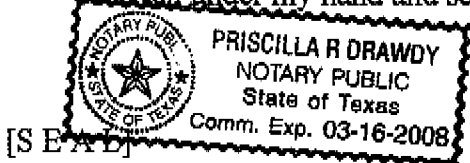
3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

Before me \_\_\_\_\_ on this day personally appeared Omar A. Choucair, President of DIGITAL GENERATION SYSTEMS OF NEW YORK, INC., a New York corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 30<sup>th</sup> day of Aug, 2004.



[Signature]  
Notary Public - State of Texas

My Commission Expires:

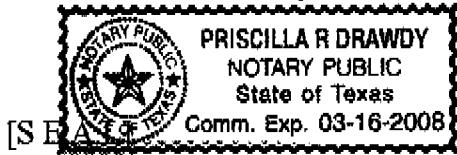
3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

Before me \_\_\_\_\_ on this day personally appeared Omar A. Choucair, President and Treasurer of STARGUIDE DIGITAL NETWORKS, INC., a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 30<sup>th</sup> day of Aug, 2004.



[Signature]  
Notary Public - State of Texas

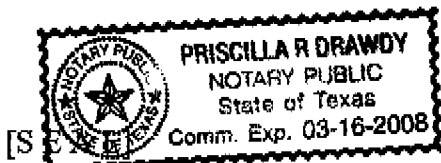
My Commission Expires:  
3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

Before me \_\_\_\_\_ on this day personally appeared Omar A. Choucair, President of STARCOM MEDIATECH, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 30<sup>th</sup> day of Aug, 2004.



[Signature]  
Notary Public - State of Texas

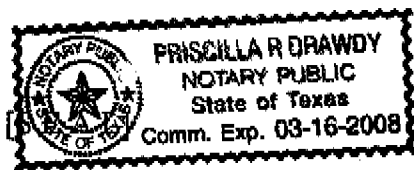
My Commission Expires:  
3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

Before me \_\_\_\_\_ on this day personally appeared Omar A. Choucair, President of CORPORATE COMPUTER SYSTEMS CONSULTANTS, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 30<sup>th</sup> day of Aug, 2004.



*Priscilla R. Drawdy*  
Notary Public - State of Texas

My Commission Expires:

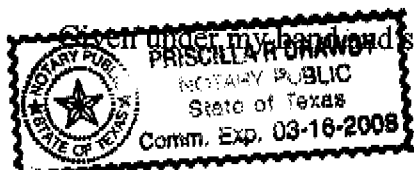
3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

Before me \_\_\_\_\_ on this day personally appeared Omar A. Choucair, President of CORPORATE COMPUTER SYSTEMS, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 30<sup>th</sup> day of Aug, 2004.



*Priscilla R. Drawdy*  
Notary Public - State of Texas

[SEAL]

My Commission Expires:

3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

Before me \_\_\_\_\_ on this day personally appeared Omar A. Choucair, President of MUSICAM EXPRESS, L.L.C., a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 30<sup>th</sup> day of Aug, 2004.



[Signature]  
Notary Public - State of Texas

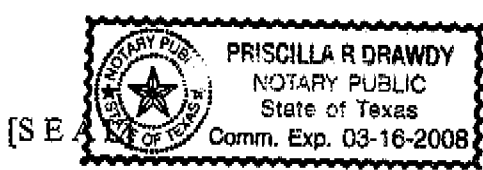
My Commission Expires:  
3-16-08

Priscilla R Drawdy  
Printed Name of Notary Public

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

Before me \_\_\_\_\_ on this day personally appeared Omar A. Choucair, President of DG SYSTEMS ACQUISITION CORPORATION, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 30<sup>th</sup> day of Aug, 2004.



[Signature]  
Notary Public - State of Texas

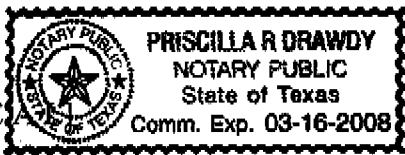
My Commission Expires:  
3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

Before me \_\_\_\_\_ on this day personally appeared Omar A. Choucair, President of DG SYSTEMS ACQUISITION II CORPORATION, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 30<sup>th</sup> day of Aug, 2004.



[S E A L]

Priscilla R. Drawdy  
Notary Public – State of Texas

My Commission Expires:

3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

Before me \_\_\_\_\_ on this day personally appeared \_\_\_\_\_, of JPMORGAN CHASE MANHATTAN BANK, a New York banking corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this \_\_\_ day of \_\_\_\_\_, 2004.

[S E A L]

\_\_\_\_\_  
Notary Public – State of Texas

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

THE STATE OF TEXAS  
COUNTY OF DALLAS

§  
§  
§

Before me \_\_\_\_\_ on this day personally appeared Omar A. Choucair, President of DG SYSTEMS ACQUISITION II CORPORATION, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public – State of Texas

[S E A L]

My Commission Expires:

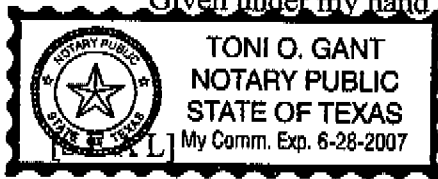
\_\_\_\_\_  
Printed Name of Notary Public

THE STATE OF TEXAS  
COUNTY OF DALLAS

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§  
§

Before me Toni Gant on this day personally appeared David Nolet - VP, of JPMORGAN CHASE MANHATTAN BANK, a New York banking corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 30<sup>th</sup> day of August, 2004.



Toni O. Gant  
Notary Public – State of Texas

My Commission Expires:

6-28-2007

Toni O. Gant  
Printed Name of Notary Public

**EXHIBIT "A"**  
**TO**  
**SECURITY INTEREST ASSIGNMENT OF TRADEMARKS**

**ISSUED TRADEMARKS**

FILE NO.	COUNTRY	REGISTRATION NO.	REG. DATE	MARK
75262406	US	2121909	12/16/1997	SCENES ON DEMAND
76498846	US	2864406	07/20/2004	THE SOURCE CREATIVES

**TRADEMARK APPLICATIONS**

DOCKET	MARK	APPLICANT(S)	FILED	SERIAL NO.	STATUS
*	SCENES ON DEMAND	DG Systems Acquisition II Corporation	To be filed		