

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DG FastChannel, Inc.		03/13/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of Montreal, as administrative agent
<b>Street Address:</b>	115 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	2864406	THE SOURCE CREATIVES
Registration Number:	3097139	THE SOURCE MAYTHENYI
Registration Number:	3248789	SOURCE TV
Registration Number:	3248791	SOURCE TV
Registration Number:	3099727	SCENES ON DEMAND
Registration Number:	2938809	ASSETCHANNEL
Registration Number:	2855217	CREATIVECHANNEL
Registration Number:	2837512	TRAFFICCHANNEL
Registration Number:	3209693	GALLERY
Registration Number:	2845085	MEDIA DVX
Registration Number:	3125467	MEDIA DVX
Registration Number:	2637362	FASTCHANNEL
Registration Number:	3019214	MEDIA EYE
Registration Number:	2646438	ECREATIVESEARCH

CH \$665.00 2864406

Registration Number:	2802335	CARS
Registration Number:	3274299	
Registration Number:	3311724	GTN
Registration Number:	3316534	DGFASTCHANNEL
Registration Number:	3316533	DG FASTCHANNEL
Registration Number:	3323071	SOURCEECREATIVE
Registration Number:	3323074	SOURCEECREATIVE
Registration Number:	3316539	SPOTCENTRAL
Registration Number:	3317014	SPOTCENTRAL
Registration Number:	3316540	ADGALLERY
Registration Number:	3317015	ADGALLERY
Serial Number:	77136602	HD NOW

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1664432
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	03/18/2008

Total Attachments: 6  
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## TRADEMARK COLLATERAL AGREEMENT

This 13<sup>th</sup> day of March, 2008, DG FASTCHANNEL, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 750 W. John Carpenter Freeway, Suite 700, Irving, Texas 75039, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated as of even date hereof by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DG FASTCHANNEL, INC.

By 

Omar A. Choucair, Chief Financial Officer  
and Secretary

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to DG FastChannel, Inc. Trademark Collateral Agreement]

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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DG FASTCHANNEL, INC.

By \_\_\_\_\_  
Omar A. Choucair, Chief Financial Officer  
and Secretary

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent



By \_\_\_\_\_  
Name: Mark A. Pichas  
Its: Managing Director

[Signature Page to DG FastChannel, Inc. Trademark Collateral Agreement]

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK REGISTRATION**

REG. NO.	REG. DATE	MARK
2,864,406	3/7/03	THE SOURCE CREATIVES
3,097,139	5/30/06	The Source Maythenyi
3,248,789	6/5/07	Source TV
3,248,791	6/5/07	Source TV (and design)
3,099,727	6/9/06	Scenes on Demand
2,938,809	4/5/05	ASSETCHANNEL
2,855,217	6/15/04	CREATIVECHANNEL
2,837,512	4/27/04	TRAFFICCHANNEL
3,209,693	2/13/07	Gallery
2,845,085	5/25/04	Media DVX
3,125,467	8/8/06	Media DVX (and design)
2,637,362	10/15/02	FASTCHANNEL
3,019,214	11/29/05	MEDIA EYE
2,646,438	11/5/02	ECREATIVE SEARCH
2,802,335	1/6/04	Cars (logo)
3,274,299	8/7/07	Stone (logo)
3,311,724	10/16/07	GTN
3,316,534	10/23/2007	DG FastChannel

REG. NO.	REG. DATE	MARK
3,316,533	10/23/2007	<b>DGFASTCHANNEL</b> ***
3,323,071	10/30/2007	SourceEcreative
3,323,074	10/30/2007	<b>source@creative</b>
3,316,539	10/23/2007	SpotCentral
3,317,014	10/23/2007	 SpotCentral
3,316,540	10/23/2007	AdGallery
3,317,015	10/23/2007	 AdGallery

### TRADEMARK APPLICATIONS

MARK	APPLICANT(S)	FILED	SERIAL NO.
HDNow	DG FastChannel, Inc.	03/21/2007	77/136,602

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None.