

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Duplication Services, LLC		07/17/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	171 17th Street, NW
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30363
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77513205	STUDIO 120
Registration Number:	3271171	COPYCATS
Registration Number:	3267539	CC
Registration Number:	3267538	COPYCATS
Registration Number:	2538711	DVD TRANSFER.COM

CORRESPONDENCE DATA

Fax Number: (404)439-1819
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4048738500
 Email: portia.gordon@agg.com
 Correspondent Name: Joseph A. Hardy, Jr.
 Address Line 1: 171 17th Street, NW
 Address Line 2: Suite 2100
 Address Line 4: Atlanta, GEORGIA 30363

CH \$140.00 77513205

ATTORNEY DOCKET NUMBER:	13492-883
NAME OF SUBMITTER:	Joseph A. Hardy
Signature:	/jah/
Date:	07/17/2008

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of July 17, 2008, is made by and among ADVANCED DUPLICATION SERVICES, LLC, a Delaware limited liability company ("Borrower") and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (the "Lender").

Recitals

Borrower and Lender are parties to a Loan and Security Agreement dated as of October 11, 2006 (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which Borrower may now or at any time hereafter owe to Lender, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit A**.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the

Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, (i) is not intended to and does not effect any present transfer of title of any trademark registration or application, and (ii) makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) **Trademarks.** **Exhibit A** accurately lists all Trademarks owned or controlled by Borrower as of the date hereof and, with respect to the applicable applications and registrations relating to the Trademark, accurately reflects the status of such applications and registrations as of the date hereof. If after the date hereof, Borrower owns or controls any Trademarks not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall promptly provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Affiliates.** As of the date hereof, no Affiliate of Borrower owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Borrower, constitute Trademarks. If after the date hereof any Affiliate of Borrower owns, controls, or has a right to have assigned to it any such items, then Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Borrower; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender trademark security agreement substantially in the form of this Agreement.

(c) **Title.** Borrower is the owner of and has absolute title to each Trademark listed on **Exhibit A**, free and clear of all Liens except Permitted Liens. Borrower (i) will have, at the time Borrower acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(d) **No Sale.** Borrower will not assign, transfer, encumber (except for Permitted Liens) or otherwise dispose of the Trademarks, or any interest therein, without Lender's prior written consent.

(e) **Defense.** Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) **Maintenance.** Borrower will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees,

annuities, and renewals possible with respect to trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Lender's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues past any applicable notice, grace and/or cure period provided in the Loan Agreement, or if Borrower notifies Lender that it intends to abandon a Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all monies expended and all reasonable costs and expenses (including reasonable attorneys' fees and reasonable disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Loan Agreement.

(i) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for Lender, after a Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Trademarks. Borrower shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling

items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Defaults. The occurrence of an Event of Default, as defined in the Loan Agreement, shall constitute an event of default under this Agreement (herein called a "Default").

6. Remedies. While a Default exists that remains uncured within the applicable notice, grace and/or cure period provided in the Loan Agreement, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, or amended only explicitly in writing signed by the parties, and terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this

Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

BORROWER:

ADVANCED DUPLICATION SERVICES, LLC,
a Delaware limited liability company

By: _____ [SEAL]
Name: _____
Title: _____

LENDER:

WACHOVIA BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

BORROWER:

ADVANCED DUPLICATION SERVICES, LLC,
a Delaware limited liability company

By: _____ [SEAL]
Name: _____
Title: _____

LENDER:

WACHOVIA BANK, NATIONAL ASSOCIATION,
a national banking association

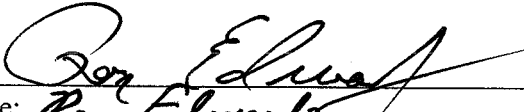
By: 
Name: Ron Edwards
Title: SVP / Commercial Risk Mgmt.

EXHIBIT A

TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

1. COPYCATS
2. CC and Design



3. COPYCATS (stylized)

Copycats

4. COPY CATS MEDIA
5. COPY CATS DIGITAL MEDIA
6. DVDTRANSFER.COM
7. DVD SERVICES
8. DVD TRANSFER
9. STUDIO 120
10. All variations and derivatives of the above-listed marks.

The Marks also include the marks found in the following applications and registrations in the U.S. Patent and Trademark Office ("*Applications and Registrations*"):

Trademark	Registration No./Application Serial No.	Status
COPYCATS	Reg. No. 3,271,171	Registered
CC and Design	Reg. No. 3,267,539	Registered
COPYCATS (Stylized)	Reg. No. 3,267,538	Registered
STUDIO 120	Application Serial No. 77/513,205	Application Pending
DVDTRANSFER.COM	Reg. No. 2,538,711	Registered