

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|-----------------------|
| DG FASTCHANNEL, INC. | | 05/02/2011 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | JPMORGAN CHASE BANK, N.A., as Administrative Agent |
| Street Address: | 2200 Ross Avenue |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75201 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 63

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------|
| Registration Number: | 3201666 | DG |
| Registration Number: | 3210981 | DG |
| Registration Number: | 3201833 | DG DG SYSTEMS |
| Registration Number: | 3201667 | DG SYSTEMS |
| Registration Number: | 2281903 | THE FIRST NAME IN DIGITAL DELIVERY |
| Registration Number: | 3185240 | DGCONNECT |
| Registration Number: | 3182241 | DG SPOTBOX NETWORK |
| Registration Number: | 3316534 | DGFASTCHANNEL |
| Registration Number: | 3316533 | DG FASTCHANNEL |
| Registration Number: | 3460262 | DG SPOT BOX |
| Registration Number: | 3316539 | SPOTCENTRAL |
| Registration Number: | 3317014 | SPOTCENTRAL |
| Registration Number: | 3553200 | DROP BOX HD |
| Registration Number: | 3637521 | SPOT BOX HD |

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|----------------------|---------|---------------------------------|
| Registration Number: | 3881978 | HD NOW |
| Registration Number: | 3316540 | ADGALLERY |
| Registration Number: | 3317015 | ADGALLERY |
| Registration Number: | 3383612 | ADCATALOG |
| Registration Number: | 3097139 | THE SOURCE MAYTHENYI |
| Registration Number: | 3248790 | THE SOURCE MAYTHENYI |
| Registration Number: | 3099727 | SCENES ON DEMAND |
| Registration Number: | 2864406 | THE SOURCE CREATIVES |
| Registration Number: | 3248789 | SOURCE TV |
| Registration Number: | 3248791 | SOURCE TV |
| Registration Number: | 3323071 | SOURCEECREATIVE |
| Registration Number: | 3323074 | SOURCEECREATIVE |
| Registration Number: | 3125467 | MEDIA DVX |
| Registration Number: | 2989899 | ENABLING DIGITAL MEDIA |
| Registration Number: | 2785110 | NEWSTRACKER |
| Registration Number: | 2632819 | PATHFIRE |
| Registration Number: | 2784651 | PATHFIRE |
| Registration Number: | 2737799 | PATHFIRE ENABLING DIGITAL MEDIA |
| Registration Number: | 2802335 | CARS |
| Registration Number: | 3274299 | |
| Registration Number: | 3311724 | GTN |
| Registration Number: | 2546680 | ADSINVIEW |
| Registration Number: | 2569456 | THE CATCH SERVER |
| Registration Number: | 2732670 | THE CATCH SERVER |
| Registration Number: | 3209693 | GALLERY |
| Registration Number: | 1362512 | |
| Registration Number: | 1167714 | FOTO RUSH |
| Registration Number: | 2357310 | SUPERSTITIAL |
| Registration Number: | 2143808 | VIEWPOINT |
| Registration Number: | 0928278 | FOTOMAT |
| Registration Number: | 3136105 | VIEWPOINT VISUALIZATION |
| Registration Number: | 2371539 | UNICAST |
| Registration Number: | 0868275 | FOTOMAT |
| Registration Number: | 2228706 | UNICAST |
| Registration Number: | 1610152 | FOTOMAT |

| | | |
|----------------------|----------|--------------------------------|
| | 0942454 | FOTOMAT |
| Registration Number: | 2837512 | TRAFFICCHANNEL |
| Registration Number: | 2938809 | ASSETCHANNEL |
| Registration Number: | 3019214 | MEDIA EYE |
| Registration Number: | 2232558 | ENLIVEN |
| Registration Number: | 2543700 | ENLIVEN/CAPTURE |
| Registration Number: | 2497451 | ENLIVEN/IMPLUSE |
| Registration Number: | 3915791 | EFFICIENCY THROUGH INTEGRATION |
| Registration Number: | 3915790 | MIJO |
| Registration Number: | 2822016 | SLINGSPOT |
| Registration Number: | 2751765 | SLINGSPOT.COM |
| Serial Number: | 78931992 | UNIVERSAL WATERMARK |
| Serial Number: | 77476813 | HD SHUTTLE |
| Serial Number: | 77827858 | HD XTREME |

CORRESPONDENCE DATA

Fax Number: (214)661-4691
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-953-6691
Email: b.k.drinkwater@bakerbotts.com
Correspondent Name: B. K. Drinkwater, c/o Baker Botts L.L.P.
Address Line 1: 2001 Ross Avenue, Suite 600
Address Line 4: Dallas, TEXAS 75201

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 002642.2444 |
| NAME OF SUBMITTER: | B. K. Drinkwater |
| Signature: | /B. K. Drinkwater/ |
| Date: | 07/26/2011 |

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, DG FASTCHANNEL, INC., a Delaware corporation (herein called "**Grantor**") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, DG FASTCHANNEL, INC., a Delaware corporation (the "**Borrower**") has entered into that certain Credit Agreement dated as of May 2, 2011 (as it may be amended, restated, modified or supplemented from time to time, the "**Credit Agreement**" and capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement), among the Borrower, the Lenders party thereto, the Issuing Bank party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent;

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of May 2, 2011, made by Grantor and certain Affiliates (as such term is defined in the Credit Agreement) of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "**Security Agreement**"), Grantor has granted to Grantee for the ratable benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the ratable benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress and any other source or business identifiers, and the rights in any of the foregoing which arise under the laws of the United States;

(b) the goodwill of the business symbolized thereby or associated with each of them;

(c) all registrations and applications in connection therewith filed with the United States Patent and Trademark Office, including those described in *Schedule 1* hereto;

(d) all reissues, extensions and renewals thereof;

(e) all claims for, and rights to sue for, past or future infringements of any of the foregoing;
and

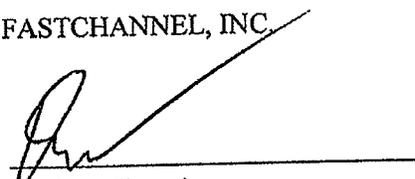
(f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of May, 2011.

DG FASTCHANNEL, INC.

By: 

Name: Omar Choucair

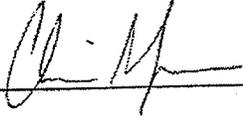
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004590 FRAME: 0833

Acknowledged:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:  _____
Name: Chris Sudhew
Title: Vice President

SCHEDULE 1**Trademarks**

| TRADEMARKS | | | | |
|------------------------|---------------|------------------|--|---------------|
| Issuing Country | Reg. # | Reg. Date | Mark | Nature |
| USA | 3,201,666 | 1/23/2007 | DG | Owner |
| USA | 3,210,981 | 2/20/2007 | DG (logo) | Owner |
| USA | 3,201,833 | 1/23/2007 | DG Systems (logo) | Owner |
| USA | 3,201,667 | 1/23/2007 | DG Systems | Owner |
| USA | 2,281,903 | 9/28/1999 | The First Name in Digital Delivery | Owner |
| USA | 3,185,240 | 12/19/2006 | DGConnect | Owner |
| USA | 3,182,241 | 12/12/2006 | DG SPOTBOX NETWORK | Owner |
| USA | 3,316,534 | 10/23/2007 | DG FastChannel | Owner |
| USA | 3,316,533 | 10/23/2007 | DG FastChannel (logo) | Owner |
| USA | 3,460,262 | 7/8/2008 | DG Spot Box | Owner |
| USA | 3,316,539 | 10/23/2007 | SpotCentral | Owner |
| USA | 3,317,014 | 10/23/2007 | SpotCentral (logo) | Owner |
| USA | 3,553,200 | 12/30/2008 | Drop Box HD | Owner |
| USA | 3,637,521 | 6/16/2009 | Spot Box HD | Owner |
| USA | 3,881,978 | 3/21/2007 | HD Now | Owner |
| USA | 3,316,540 | 10/23/2007 | AdGallery | Owner |
| USA | 3,317,015 | 10/23/2007 | AdGallery (logo) | Owner |
| USA | 3,383,612 | 2/12/2008 | AdCatalog | Owner |
| USA | 3,097,139 | 5/30/2006 | THE SOURCE MAYTHENYI | Owner |
| USA | 3,248,790 | 6/5/2007 | THE SOURCE MAYTHENYI (logo) | Owner |
| USA | 3,099,727 | 6/9/2006 | Scenes on Demand | Owner |
| USA | 2,864,406 | 7/20/2004 | The Source Creatives | Owner |
| USA | 3,248,789 | 6/5/2007 | SOURCE TV | Owner |
| USA | 3,248,791 | 6/5/2007 | Source TV and design | Owner |
| USA | 3,323,071 | 10/30/2007 | SourceEcreative | Owner |
| USA | 3,323,074 | 10/30/2007 | SourceEcreative (logo) | Owner |
| USA | 3,125,467 | 8/8/2006 | Media DVX (logo) | Owner |
| USA | 2,989,899 | 8/30/2005 | Enabling Digital Media | Owner |
| USA | 2,785,110 | 11/18/2003 | Newstracker | Owner |
| USA | 2,632,819 | 10/8/2002 | Pathfire | Owner |
| USA | 2,784,651 | 11/18/2003 | Pathfire (logo) | Owner |
| USA | 2,737,799 | 7/15/2003 | Pathfire Enabling Digital Media (logo) | Owner |
| USA | 2,802,335 | 1/6/2004 | CARS (logo) | Owner |
| USA | 3,274,299 | 8/7/2007 | Stone (logo) | Owner |
| USA | 3,311,724 | 10/16/2007 | GTN (logo) | Owner |
| USA | 2,546,680 | 3/12/2002 | ADSIN VIEW | Owner |
| USA | 2,569,456 | 5/14/2002 | THE CATCH SERVER | Owner |
| USA | 2,732,670 | 7/1/2003 | THE CATCH SERVER | Owner |
| USA | 3,209,693 | 2/13/2007 | Gallery | Owner |
| USA | 1,362,512 | 9/24/1985 | Design Only | Owner |
| USA | 1,167,714 | 9/1/1981 | FOTO RUSH | Owner |
| USA | 2,357,310 | 6/13/2000 | SUPERSTITIAL | Owner |

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| TRADEMARKS | | | | |
|-----------------|-----------|------------|--------------------------------|--------|
| Issuing Country | Reg. # | Reg. Date | Mark | Nature |
| USA | 2,143,808 | 3/17/1998 | VIEWPOINT | Owner |
| USA | 928,278 | 2/1/1972 | FOTOMAT | Owner |
| USA | 3,136,105 | 8/29/2006 | VIEWPOINT VISUALIZATION | Owner |
| USA | 2,371,539 | 7/25/2000 | UNICAST | Owner |
| USA | 868,275 | 4/15/1969 | FOTOMAT | Owner |
| USA | 2,228,706 | | UNICAST | Owner |
| USA | 1,610,152 | 8/14/1990 | FOTOMAT | Owner |
| USA | 942,454 | 9/5/1972 | FOTOMAT | Owner |
| USA | 2,837,512 | 4/27/2004 | TrafficChannel | Owner |
| USA | 2,938,809 | 4/5/2005 | AssetChannel | Owner |
| USA | 3,019,214 | 11/29/2005 | Media Eye | Owner |
| USA | 2,232,558 | 3/16/1999 | Enliven | Owner |
| USA | 2,543,700 | 3/5/2002 | ENLIVEN/CAPTURE | Owner |
| USA | 2,497,451 | 10/16/2001 | ENLIVEN/IMPULSE | Owner |
| USA | 3,915,791 | 2/8/2011 | EFFICIENCY THROUGH INTEGRATION | Owner |
| USA | 3,915,790 | 2/8/2011 | MIJO | Owner |
| USA | 2,822,016 | 3/16/2004 | SLINGSPOT | Owner |
| USA | 2,751,765 | 8/19/2003 | SLINGSPOT.COM | Owner |

| TRADEMARK APPLICATIONS | | | | |
|------------------------|------------|-----------|---------------------|-------|
| Country | Serial # | Filed | Mark | Owner |
| USA | 78/931,992 | 7/18/2006 | Universal Watermark | Owner |
| USA | 77/476,813 | 5/16/2008 | HD Shuttle | Owner |
| USA | 77/827,858 | 9/16/2009 | HD Xtreme | Owner |

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