

02-03-2003

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Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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PATENTS ONLYU.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):

Digital On-Demand, Inc.

2-3-03

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

## 3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other (Patent Security Agreement)

Execution Date: January 28, 2003

## 2. Name and address of receiving party(ies)

Name: General Electric Capital

Corporation

Internal Address: \_\_\_\_\_

Street Address: 201 High Ridge Road

City: Stamford

State: CT

Zip: 06927

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

09/256,449

09/563,515

B. Patent No.(s)

5,418,713

5,794,217

6,480,188

Additional numbers attached? ☐ Yes ☒ No

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

Name: Richard Feldman

Internal Address: O'Melveny &amp; Myers LLP

Street Address: 30 Rockefeller Plaza

City: New York State: NY Zip: 10112

6. Total number of applications and patents involved: ☒ 5

7. Total fee (37 CFR 3.41).....\$ 200.00



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

Bill Feldman

Signature

1/31/03

Date

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

Mail documents to be recorded with required cover sheet information to:

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

02/04/2003 6TON11 00000054 09256449

01 FC:8021

200.00 OP

PATENT  
REEL: 013705 FRAME: 0342

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

This **COUNTERPART AND ACKNOWLEDGMENT TO THE PATENT SECURITY AGREEMENT** (this "**Counterpart**") is dated as of January 28, 2003 and is made with reference to that certain Patent Security Agreement dated as of August 13, 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 "**Patent 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 Patent Security Agreement.

By execution of this Counterpart, Digital On-Demand, Inc., a California corporation ("**Digital On-Demand**"), agrees to become a party to the Patent 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 Patent 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 Patent 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 Patent Security Agreement, all such counterparts shall be attached to, and be a part of, the Patent 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]

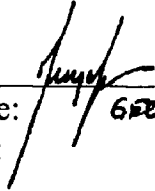
**IN WITNESS WHEREOF**, Digital On-Demand has caused this Counterpart to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**DIGITAL ON-DEMAND, INC.**

By:

Name:

Title:

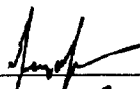
  
George W. Campagna

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: George W. Camp  
Title: CFO

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

**Patent Registrations**

**A. US ISSUED PATENTS AND PATENT APPLICATIONS**

**US ISSUED PATENTS**

<b>Title</b>	<b>Patent No.</b>	<b>Date Issued</b>
Apparatus and Method for an On Demand Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials (US)	5,418,713	5/23/95
Apparatus and Method for an On Demand Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials (US)	5,794,217	8/11/98
Thumbwheel Selection System (US)	6,480,188	11/12/02

**US PATENT APPLICATIONS**

<b>Title</b>	<b>Serial No.</b>
Method and System for On Demand Manufacture of Selected Titles on a Digital Media. (US Application.)	09/256,449
Apparatus and Method for an On Demand Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials. (US Application.)	09/563,515



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January 31, 2003

Commissioner of Patents and Trademarks  
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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](mailto:rfeldman@omm.com)

**Re: Assignment of Patent Security Interest**

Dear Sir or Madam:

Attached please find the following:

- (1) Counterpart and Acknowledgment (Patent Security Agreement), dated 1/28/03
- (2) the completed Recordation Form Cover Sheet
- (3) a check for the filing fee amount of \$200.00.

Please file and record the enclosed Assignment with the USPTO.

Thank you,

Richard Feldman  
Professional Legal Assistant

Attachments

NY1:1429262.1

RECORDED: 02/03/2003

PATENT  
REEL: 013705 FRAME: 0348