

Form PTO-1595  
(Rev. 10/02)

# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Digital Generation Systems, Inc.  
Digital Generation Systems of New York, Inc.  
StarGuide Digital Networks, Inc.  
Document ID No. 102443351  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: JPMorgan Chase Bank  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 2200 Ross Avenue, 5th Floor  
\_\_\_\_\_  
City: Dallas State: TX Zip: 75201  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other\_ Record to remove Serial No. 09/297,250  
Mistakenly inserted in a list on a  
Security Agreement previously  
Recorded at Reel 014027/Frame 0695.  
Execution Date: MAY 5, 2003

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) \_\_\_\_\_ B. Patent No.(s) \_\_\_\_\_  
6,490,551  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Martin Korn  
Internal Address: Locke Liddell & Sapp LLP  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 2200 Ross Ave., Ste. 2200  
\_\_\_\_\_  
City: Dallas State: TX Zip: 75201

6. Total number of applications and patents involved:  1  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
12-1781  
(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.*  
Martin Korn [Signature] June 18, 2004  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 25

Mail documents to be recorded with required cover sheet information to:  
Filed together with a new patent application to: Mail Stop Patent Application  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450  
Not filed with new patent application to: Mail Stop Assignment Recordation Service  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
**PATENT**  
REEL: 014754 FRAME: 0361

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CH \$40.00 121781 6490551

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Form PTO-1595 (Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

102443351

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Digital Generation Systems, Inc. Digital Generation Systems of New York, Inc. StarGuide Digital Networks, Inc. Additional name(s) of conveying party(ies) attached? [X] Yes [ ] No

2. Name and address of receiving party(ies) Name: JPMorgan Chase Bank Internal Address: Street Address: 2200 Ross Avenue, 5th Floor City: Dallas State: TX Zip: 75201 Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [X] Security Agreement [ ] Change of Name [ ] Other Execution Date: MAY 5, 2003

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) B. Patent No.(s) 6,490,551 6,473,731 Additional numbers attached? [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Martin Korn Internal Address: Locke Liddell & Sapp LLP Street Address: 2200 Ross Ave., Ste. 2200 City: Dallas State: TX Zip: 75201

6. Total number of applications and patents involved: 40 7. Total fee (37 CFR 3.41): \$ 1,600.00 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 12-1781 (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. Martin Korn Name of Person Signing Signature Date 4 May 6, 2003 Total number of pages including cover sheet, attachments, and documents: 20

05/09/2003 610M11 00000041 6490551

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

PATENT REEL: 014754 FRAME: 0362

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RECEIVED OPR 2003 MAY -8 PM 11:11 ASSIGNMENT DIV

**ATTACHMENT FOR RECORDATION FORM COVER SHEET  
PATENTS ONLY (Form PTO-1595)**

**1. Name of conveying party(ies):**

Starcom Mediatech, Inc.

Musicam Express, L.L.C.

Corporate Computer Systems, Inc.

Corporate Computer Systems Consultants, Inc.

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

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

Name: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Name and address of receiving party(ies)**

Name: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

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)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

**B. Patent No.(s)**

6,411,616

6,411,607

6,373,927

6,351,728

6,351,727

Additional numbers attached?  Yes  No

### ATTACHMENT FOR RECORDATION FORM COVER SHEET PATENTS ONLY (Form PTO-1595)

1. Name of conveying party(ies):

\_\_\_\_\_  
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A. Patent Application No.(s)

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\_\_\_\_\_  
\_\_\_\_\_

B. Patent No.(s)

6,339,756 \_\_\_\_\_  
6,332,119 \_\_\_\_\_  
6,301,555 \_\_\_\_\_  
6,266,339 \_\_\_\_\_  
6,262,982 \_\_\_\_\_

Additional numbers attached?  Yes  No

**ATTACHMENT FOR RECORDATION FORM COVER SHEET  
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A. Patent Application No.(s)

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B. Patent No.(s)

6,212,201  
\_\_\_\_\_  
6,160,797  
\_\_\_\_\_  
6,128,374  
\_\_\_\_\_  
6,101,180  
\_\_\_\_\_  
6,094,671  
\_\_\_\_\_

Additional numbers attached?  Yes  No

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A. Patent Application No.(s)

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\_\_\_\_\_

B. Patent No.(s)

6,049,551  
\_\_\_\_\_  
6,041,295  
\_\_\_\_\_  
6,006,173  
\_\_\_\_\_  
5,706,335  
\_\_\_\_\_  
5,694,334  
\_\_\_\_\_

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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)

B. Patent No.(s)

\_\_\_\_\_  
\_\_\_\_\_  
10/188,988  
09/263,801  
09/286,123

5,301,363  
D373,767  
\_\_\_\_\_  
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Additional numbers attached?  Yes  No

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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)**

09/286,982  
\_\_\_\_\_  
09/297,250  
\_\_\_\_\_  
09/425,118  
\_\_\_\_\_  
09/525,620  
\_\_\_\_\_  
09/627,365  
\_\_\_\_\_

**B. Patent No.(s)**

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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)

09/729,040

09/750,181

09/760,192

09/772,958

09/897,250

B. Patent No.(s)

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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)

08/705,797

60/275,558

60/282,378

\_\_\_\_\_

\_\_\_\_\_

B. Patent No.(s)

\_\_\_\_\_

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\_\_\_\_\_

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\_\_\_\_\_

Additional numbers attached?  Yes  No

SECURITY INTEREST ASSIGNMENT OF PATENTS

THIS SECURITY INTEREST ASSIGNMENT OF PATENTS (this "Assignment"), dated as of May 5, 2003, 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 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").

B. Pursuant to the Credit Agreement, Debtors and the Administrative Agent have entered into that certain 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"), pursuant to which Debtors have granted to the Administrative Agent a lien on and security interest in certain collateral described therein, including all patents, patent applications, provisional patent applications, patents issuing from said applications, and patent rights now or hereafter owned by Debtors, and all reissues, renewals, modifications, divisions, continuations, extensions and continuations-in-part thereof, at any time owned by Debtors, or any of them, including without limitation those described on Exhibit "A" hereto (collectively, the "Patents").

C. 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 Patents 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 Patents, 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.

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 Debtor's entire right, title and interest in the Patents, 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.

3. Each Debtor represents and warrants that it has the full right and power to make the assignment of the Patents 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 Patents.

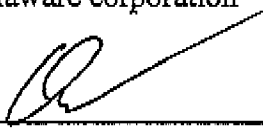
4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Administrative Agent and Debtors. This Assignment shall be binding upon Debtors and their respective successors and permitted assigns, and shall inure to the benefit of Administrative Agent and its successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE PATENTS 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 Patents.

[Remainder of Page Intentionally Blank]


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

**DEBTORS:**

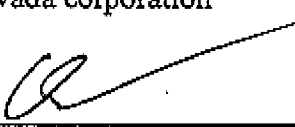
DIGITAL GENERATION SYSTEMS, INC.,  
a Delaware corporation

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

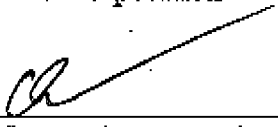
DIGITAL GENERATION SYSTEMS OF NEW  
YORK, INC.,  
a New York corporation

By:   
Name: Omar A. Choucair  
Title: Secretary

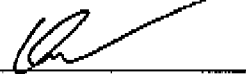
STARGUIDE DIGITAL NETWORKS, INC.,  
a Nevada corporation

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


STARCOM MEDIATECH, INC.,  
a Delaware corporation

By:   
Name: Omar A. Choucair  
Title: Secretary

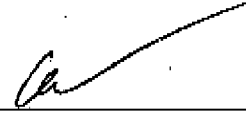
CORPORATE COMPUTER SYSTEMS  
CONSULTANTS, INC.,  
a Delaware corporation

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

CORPORATE COMPUTER SYSTEMS, INC.,  
a Delaware corporation

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

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

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

**ADMINISTRATIVE AGENT:**

JPMORGAN CHASE BANK,  
as Administrative Agent

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

CORPORATE COMPUTER SYSTEMS  
CONSULTANTS, INC.,  
a Delaware corporation

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

CORPORATE COMPUTER SYSTEMS, INC.,  
a Delaware corporation

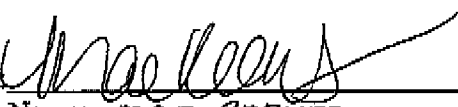
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

**ADMINISTRATIVE AGENT:**

JPMORGAN CHASE BANK,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: MAE REEVES  
Title: VP

THE STATE OF TEXAS

COUNTY OF DALLAS

§  
§  
§  
§  
§  
*Lisa Holy ds*

Before me ~~Omar A. Choucair~~ *A. Choucair* 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 2nd day of May, 2003.

[S E A L]



My Commission Expires:

*Lisa Holy*  
\_\_\_\_\_  
Notary Public - State of Texas

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

THE STATE OF TEXAS

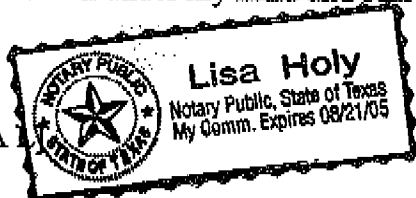
COUNTY OF DALLAS

§  
§  
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§  
*Lisa Holy ds*

Before me ~~Omar A. Choucair~~ *A. Choucair* on this day personally appeared Omar A. Choucair, Secretary 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 2nd day of May, 2003.

[S E A L]



My Commission Expires:

*Lisa Holy*  
\_\_\_\_\_  
Notary Public - State of Texas

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



THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

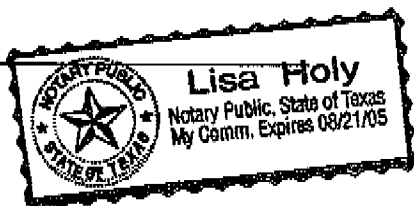
Before me Lisa Holy on this day personally appeared Omar A. Choucair, Chief Financial Officer and Secretary of STARGUIDE DIGITAL NETWORKS, INC., a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on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

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[S E A L]

Lisa Holy  
Notary Public - State of Texas

My Commission Expires:



Printed Name of Notary Public

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

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[S E A L]



Lisa Holy  
Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

Before me Lisa Holy on this day personally appeared Omar A. Choucair, Chief Financial Officer and Secretary 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 2nd day of May, 2003.



Lisa Holy  
Notary Public - State of Texas

[SEAL]

My Commission Expires:

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

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

Before me Lisa Holy on this day personally appeared Omar A. Choucair, Chief Financial Officer and Secretary 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 2nd day of May, 2003.



Lisa Holy  
Notary Public - State of Texas

[SEAL]


My Commission Expires:

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

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

Before me Lisa Holy on this day personally appeared Omar A. Choucair, Chief Financial Officer and Secretary 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 2nd day of May, 2003.

[SEAL]   
My Commission Expires:

Lisa Holy  
Notary Public - State of Texas

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

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

Before me \_\_\_\_\_ on this day personally appeared \_\_\_\_\_, of JPMORGAN CHASE 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 \_\_\_\_\_, 2003.

[SEAL]  
My Commission Expires:

\_\_\_\_\_  
Notary Public - State of Texas

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

THE STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

Before me \_\_\_\_\_ on this day personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public - State of Texas

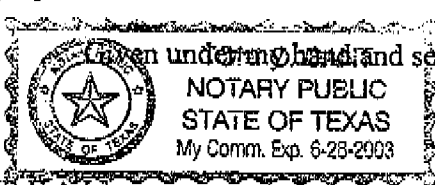
[SEAL]

My Commission Expires:  
  
\_\_\_\_\_

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

THE STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

Before me Mae Reeves-V.P. on this day personally appeared \_\_\_\_\_ of JPMORGAN CHASE 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.



[SEAL]

My Commission Expires:  
  
6-28-03

Given under my hand and seal this 2nd day of May, 2003.

Toni O. Grant  
\_\_\_\_\_  
Notary Public - State of Texas

Toni O. Grant  
\_\_\_\_\_  
Printed Name of Notary Public

SECURITY INTEREST ASSIGNMENT OF PATENTS

EXHIBIT "A"  
TO  
SECURITY INTEREST ASSIGNMENT OF PATENTS

Issued

6,490,551	6,212,201
6,473,731	6,160,797
6,411,616	6,128,374
6,411,607	6,101,180
6,373,927	6,094,671
6,351,728	6,049,551
6,351,727	6,041,295
6,339,756	6,006,173
6,332,119	5,706,335
6,301,555	5,694,334
6,266,339	5,301,363
6,262,982	D373,767

Applications

10/188,988 ✓	09/627,365 ✓
09/263,801 ✓	09/729,040 ✓
09/286,123 ✓	09/750,181 ✓
09/286,982 ✓	09/760,192 ✓
09/297,250	09/772,958 ✓
09/425,118 ✓	09/897,250 ✓
09/525,620	08/705,797 ✓

Provisional Applications

60/275,558  
60/282,378