

06-15-2004

6/14/04

Form PTO-1595

(Rev. 10/02)



SHEET

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

OMB No. 0651-0027 (exp. 6/30/20)

102766550

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): 6.14.04  
 Digital Generation Systems, Inc.  
 Digital Generation Systems of New York, Inc.  
 Starguide Digital Networks, Inc.

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: June 10, 2004

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

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

Street Address: 2200 Ross Avenue, 5th FloorCity: Dallas State: TX Zip: 75201Additional 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)  
10/086,449 10/402,243  
10/244,979 10/063,040

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Martin KornInternal Address: Locke Liddell & Sapp LLP

06/15/2004 GTOW11 00000035 10086449

01 FC:0021 520.00 OP

Street Address: 2200 Ross Ave., Ste. 2200City: Dallas State: TX Zip: 752016. Total number of applications and patents involved: 137. Total fee (37 CFR 3.41).....\$ 520.00☒ 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

Name of Person Signing

Martin Korn

Signature

June 11, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 14

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 Services  
 Director of the U.S. Patent and Trademark Office  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

**PATENT**  
**REEL: 015443 FRAME: 0621**

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

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

Starcom Mediatech, Inc.  
Corporate Computer Systems, Inc.  
DG Systems Acquisitions Corporation

Corporate Computer Systems Consultants, Inc.  
Musicam Express, L.L.C.  
\_\_\_\_\_

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)**

09/988,020  
10/002,629  
09/990,731  
10/403,855  
10/404,645

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

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

Additional numbers attached?

☒ Yes ☐ No

**ATTACHMENT FOR RECORDATION FORM COVER SHEET**

**PATENTS ONLY (Form PTO-1595)**

1. Name of conveying party(ies):

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

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

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)

10/217,075

10/083,902

10/308,346

10/358,551

B. Patent No.(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional numbers attached?

☐ Yes ☒ No

## SECURITY INTEREST ASSIGNMENT OF PATENTS

THIS SECURITY INTEREST ASSIGNMENT OF PATENTS (this "Assignment"), dated as of June 10, 2004, 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 dated as of May 5, 2003, as amended by that certain First Amendment to Credit Agreement dated as of July 3, 2003 (as amended, the "Existing Credit Agreement").

B. Concurrently herewith, the parties to the Existing Credit Agreement are entering into an Amended and Restated 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"), which amends and restates the Existing Credit Agreement.

C. Pursuant to the Existing Credit Agreement and the Credit Agreement, Debtors and the Administrative Agent have entered into that certain Security Agreement dated as of May 5, 2003, (the "Existing Security Agreement"), and that certain Amended and Restated 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"), which amends and restates the Existing Security Agreement, pursuant to which Debtors have granted to the Administrative Agent, and renewed and continued, 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").

D. 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, renewal and continuation of security interest pursuant to the Existing Security Agreement and 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~~ President

STARGUIDE DIGITAL NETWORKS, INC.,  
a Nevada corporation

By: 

Name: Omar A. Choucair

Title: ~~Chief Financial Officer and Secretary~~  
President

STARCOM MEDIATECH, INC.,  
a Delaware corporation

By: 

Name: Omar A. Choucair

Title: ~~Secretary~~  
President

CORPORATE COMPUTER SYSTEMS  
CONSULTANTS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Omar A. Choucair

Title: ~~Chief Financial Officer and Secretary~~  
President

CORPORATE COMPUTER SYSTEMS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Omar A. Choucair

Title: ~~Chief Financial Officer and Secretary~~  
President

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

By: \_\_\_\_\_

Name: Omar A. Choucair

Title: ~~Chief Financial Officer and Secretary~~  
President

DG SYSTEMS ACQUISITION CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_

Name: Omar A. Choucair

Title: President

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

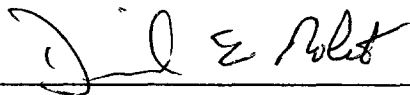
By: \_\_\_\_\_  
Name: Omar A. Choucair  
Title: Chief Financial Officer and Secretary

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: David E. Nolet  
Title: Vice President



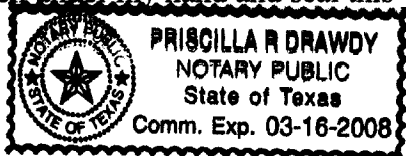
THE STATE OF TEXAS

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COUNTY OF DALLAS

Before me Priscilla R. Drawdy 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 10<sup>th</sup> day of June, 2004.



[S E A L]

Priscilla R. Drawdy  
Notary Public - State of Texas

My Commission Expires:

3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

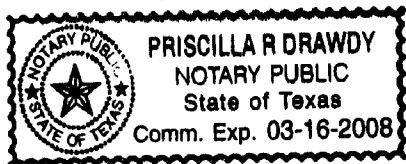
THE STATE OF TEXAS

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COUNTY OF DALLAS

Before me Priscilla R. Drawdy on this day personally appeared Omar A. Choucair, ~~Secretary~~ <sup>President</sup> 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 10<sup>th</sup> day of June, 2004.



[S E A L]

Priscilla R. Drawdy  
Notary Public - State of Texas

My Commission Expires:

3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

THE STATE OF TEXAS

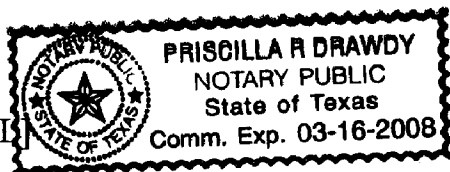
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COUNTY OF DALLAS

Before me, Priscilla R. Drawdy on this day personally appeared Omar A. Choucair, ~~Chief Financial Officer and Secretary~~ <sup>President</sup> 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.

Given under my hand and seal this 10<sup>th</sup> day of June, 2004.

[S E A L]



Priscilla R. Drawdy  
Notary Public - State of Texas

My Commission Expires:

3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

THE STATE OF TEXAS

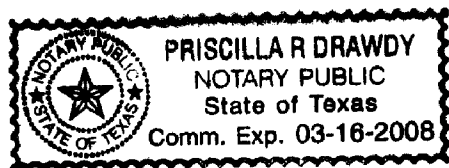
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COUNTY OF DALLAS

Before me, Priscilla R. Drawdy on this day personally appeared Omar A. Choucair, ~~Secretary~~ <sup>President</sup> of STARCOM MEDIATECH, 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 10<sup>th</sup> day of June, 2004.

[S E A L]



Priscilla R. Drawdy  
Notary Public - State of Texas

My Commission Expires:

3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

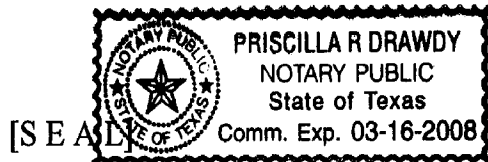
THE STATE OF TEXAS

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COUNTY OF DALLAS

Before me, Priscilla R. Drawdy on this day personally appeared Omar A. Choucair, ~~Chief Financial Officer and Secretary~~ <sup>President</sup> 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 10<sup>th</sup> day of June, 2004.



Priscilla R. Drawdy  
Notary Public – State of Texas

My Commission Expires:

3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

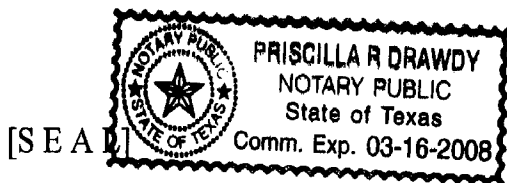
THE STATE OF TEXAS

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COUNTY OF DALLAS

Before me, Priscilla R. Drawdy on this day personally appeared Omar A. Choucair, ~~Chief Financial Officer and Secretary~~ <sup>President</sup> 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 10<sup>th</sup> day of June, 2004.



Priscilla R. Drawdy  
Notary Public – State of Texas

My Commission Expires:

3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

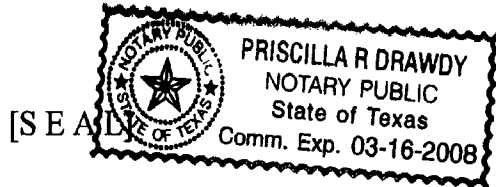
THE STATE OF TEXAS

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COUNTY OF DALLAS

Before me, Priscilla R. Drawdy 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 10<sup>th</sup> day of June, 2004.



Priscilla R. Drawdy  
Notary Public – State of Texas

My Commission Expires:

3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

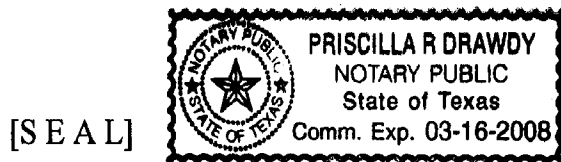
THE STATE OF TEXAS

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COUNTY OF DALLAS

Before me, Priscilla R. Drawdy on this day personally appeared Omar A. Choucair, President of DG SYSTEMS ACQUISITION CORPORATION, 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 10<sup>th</sup> day of June, 2004.



Priscilla R. Drawdy  
Notary Public – State of Texas

My Commission Expires:

3-16-08

Priscilla R. Drawdy  
Printed Name of Notary Public

THE STATE OF TEXAS  
COUNTY OF DALLAS

§  
§  
§

Before me \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 2004.

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

[S E A L]

My Commission Expires:

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

THE STATE OF TEXAS  
COUNTY OF DALLAS

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§

Before me Janice K. Baker on this day personally appeared David E. Nohet, 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 25<sup>th</sup> day of May, 2004.

Janice K. Baker  
Notary Public - State of Texas

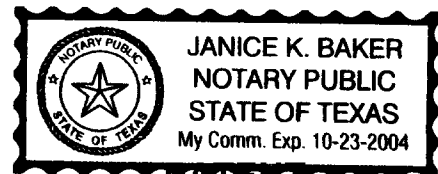
[S E A L]

My Commission Expires:

10/23/2004

Janice K. Baker  
Printed Name of Notary Public

SECURITY INTEREST ASSIGNMENT OF PATENTS  
1138544



PATENT  
REEL: 015443 FRAME: 0633

**EXHIBIT "A"**

**SECURITY INTEREST ASSIGNMENT OF PATENTS**

**APPLICATIONS**

10/086,449  
10/244,979  
09/988,020  
10/002,629  
09/990,731  
10/403,855  
10/404,645  
10/217,075  
10/083,902  
10/308,346  
10/358,551  
10/402,243  
10/063,040