

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Starguide Digital Networks, Inc.	01/15/2007
RECEIVING PARTY DATA	
Name:	DG FastChannel, Inc.
Street Address:	750 West John Carpenter Freeway
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6049551
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Joseph M. Barich
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Address Line 2:	McAndrews, Held & Malloy, Ltd.
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	10872US02
NAME OF SUBMITTER:	Joseph M. Barich
Total Attachments: 3	
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CH \$40.00 6049551

ASSIGNMENT

THIS ASSIGNMENT is made by and between

Starguide Digital Networks, Inc.,
a Nevada corporation with offices at:
750 West John Carpenter Freeway
Suite 700
Irving, Texas 75039
(hereinafter "Assignor")

and **DG FastChannel, Inc.,**
a Delaware corporation with offices at:
750 West John Carpenter Freeway
Suite 700
Irving, Texas 75039
(hereinafter "Assignee").

WHEREAS, Assignor owns U.S. Patent No. 6,049,551, entitled:

**METHOD AND APPARATUS FOR DYNAMIC ALLOCATION OF TRANSMISSION
BANDWIDTH RESOURCES AND FOR TRANSMISSION OF MULTIPLE AUDIO
SIGNALS WITH A VIDEO SIGNAL**
(hereinafter the "Patent").

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Patent.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, warranties, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Representations and Warranties.
Assignor hereby represents and warrants:
 - (a) Assignor has the legal right and authority to execute this Assignment, and to validly assign the entire right, title, and interest in and to the Patent;
 - (b) Assignor has not executed any other agreement that would conflict with the terms of this Assignment, nor shall it execute any such agreement in the future.
2. Assignment.
Assignor hereby irrevocably assigns to Assignee, and its successors, representatives, and assigns, the entire right, title and interest in and to the Patent and any and all continuations, continuations-in-part, divisions, reissues, reexaminations, substitutes, and extensions of the Patent.
3. Authorizations and Requests.
Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to record this Assignment of the Patent to Assignee.
4. Further Actions.
Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and/or in enforcing any and all protections or privileges deriving from the Patent.

Assignor further agrees to:

- (a) promptly communicate to said assignee or its representatives any material facts known to Assignor respecting the Patent;
- (b) testify in any legal proceeding relating to the Patent;
- (c) sign all lawful papers, including all continuations, continuations-in-part, divisions, reissues, reexaminations, substitutes, and extensions of the Patent, all rightful oaths or declarations, and documents confirming or substituting for this Assignment.

5. Governing Law.

This Assignment shall be construed in accordance with, and governed in all respects by, the laws of the State of Illinois, without regard to conflicts of law principles.

6. Complete Agreement.

This Assignment constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Assignment. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Assignment. This Assignment may be modified only by the prior written consent of both parties.

7. Severability.

If any part or parts of this Assignment shall be held unenforceable for any reason, the remainder of this Assignment shall continue in full force and effect. If any provision of this Assignment is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

8. Headings.

The headings of this Assignment are for reference only and shall not in any way control the meaning or interpretation of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed.



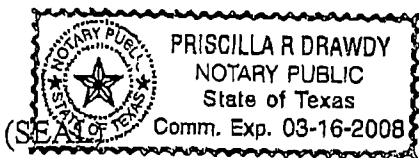
Omar Choucair
Chief Financial Officer
Starguide Digital Networks, Inc.

1/15/07
Date

STATE OF TX)
) SS.
COUNTY OF Dallas)

I, Priscilla R Drawdy, a Notary Public in and for the County and State aforesaid, do hereby certify that Omar Choucair personally known to me to be the same person whose name is subscribed to the foregoing instrument, acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of April, 2008.



Priscilla R Drawdy
Notary Public

My commission expires: 3-16-08