PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | | NEW ASSIGNMENT | | | |
|---|---|---|----------------|--|--|
| NATURE OF CONVEYANCE: | | ASSIGNMENT | | | |
| CONVEYING PARTY DATA | | | | | |
| | | Name | Execution Date | | |
| Starguide Digital Netv | vorks, Inc. | | 01/15/2007 | | |
| RECEIVING PARTY DATA | | | | | |
| Name: | DG FastChannel, Inc. | | | | |
| Street Address: | 750 West John Carpenter Freeway, Suite 700 | | | | |
| Internal Address: | McAndrews, Held & Malloy, Ltd. | | | | |
| City: | Irving | | | | |
| State/Country: | TEXAS | | | | |
| Postal Code: | 60661 | 60661 | | | |
| PROPERTY NUMBERS Total: 1 | | | | | |
| Property Type | | Number | | | |
| Application Number: 10403 | | 3855 | 10403855 | | |
| CORRESPONDENCE DATA | | | | | |
| Fax Number:(312)775-8100Correspondence will be sent via US Mail when the fax attempt is unsuccessful.Phone:312-775-8000Emailsiberich@maandrouse is complete | | | | | |
| | | | | | |
| Email: | jbarich@mca | ndrews-ip.com | | | |
| | jbarich@mca : Joseph M. Ba | ndrews-ip.com | | | |
| Email: Correspondent Name: Address Line 1: Address Line 2: | jbarich@mca : Joseph M. Ba 500 W. Madis McAndrews, | ndrews-ip.com irich ion St., 34th Floor Held & Malloy, Ltd. | | | |
| Email: Correspondent Name: Address Line 1: | jbarich@mca : Joseph M. Ba 500 W. Madis | ndrews-ip.com irich ion St., 34th Floor Held & Malloy, Ltd. | | | |
| Email: Correspondent Name: Address Line 1: Address Line 2: | jbarich@mca : Joseph M. Ba 500 W. Madis McAndrews, Chicago, TE≻ | ndrews-ip.com irich ion St., 34th Floor Held & Malloy, Ltd. | | | |
| Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4: | jbarich@mca Joseph M. Ba 500 W. Madis McAndrews, Chicago, TE> | ndrews-ip.com irich ion St., 34th Floor Held & Malloy, Ltd. (AS 60661 | | | |

REEL: 019436 FRAME: 0979

500297047

ASSIGNMENT

THIS ASSIGNMENT is made by and between

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

WHEREAS, Assignor owns U.S. Patent Application No. 10/403,855, entitled:

SATELLITE RECEIVER/ROUTER, SYSTEM, AND METHOD OF USE (hereinafter the "Application").

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

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 Application to Assignee;
- (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 Application, any and all continuations, continuations-in-part, divisions, reissues, reexaminations, substitutes, and extensions of the Application (each of which is hereby included as part of the "Application"), and any and all patents that may be granted for the Application and any and all continuations, continuations-in-part, divisions, reissues, reexaminations, substitutes, and extensions of the Application, including any and all United States and other national rights to the Application, and any and all rights under the Paris Convention for the Protection of Industrial Property or other applicable treaties or laws with respect to the Application.

PATENT REEL: 019436 FRAME: 0981 3. Authorizations and Requests.

Assignor hereby authorizes and requests:

- (a) The Commissioner of Patents of the United States Patent and Trademark Office to record this Assignment of the Application to Assignee;
- (b) The Commissioner of Patents of the United States Patent and Trademark Office issue any and all patents that may be granted on the Application to Assignee, or its successors, representatives, and assigns.
- 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 Application and/or in enforcing any and all protections or privileges deriving from the Application.

Assignor further agrees to:

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

5. Foreign Rights.

Where allowed by law, Assignor hereby authorizes Assignee to apply for patents in foreign countries, claiming the filing date of the Application or the earliest priority date to which the Application is entitled under the provisions of the Paris Convention for the Protection of Industrial Property or other applicable treaties and laws, and to use this Assignment in any and all foreign patent prosecution. Assignor further agrees to execute any and all documents that may be required by Assignee to apply for patents in foreign countries in the Assignee's name.

6. 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.

7. 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.

8. 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) SS. I. Pugailler R. Wrandes

I, <u>Fuque</u> <u>K</u> <u>Wrawde</u> a Notary Public in and for the County and State aforesaid, do hereby certify that <u>Omar</u> <u>Chouceur</u> 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 <u>15</u> day of <u>April</u>, 2006.7

PRISCILLA R DRAWDY NOTARY PUBLIC State of Texas Comm. Exp. 03-16-2008

Notary Public

My commission expires: _________