FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

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U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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RECORDAT	EMARKS ONLY
TO: The Commissioner of Patents and Trademark	s: Please record the attached original document(s) or copy(les).
Submission Type	Conveyance Type
X New	Assignment License
Resubmission (Non-Recordation) Document ID # Correction of PTO Error Reel # Frame # Corrective Document Reel # Frame #	X Security Agreement Nunc Pro Tunc Assignmer Effective Date Month Day Year Change of Name Other
Conveying Party	X Mark if additional names of conveying parties attached Execution Date
Name DIGITAL GENERATION SYSTEMS	Month Day Year 06 01 2001
Formerly	
Individual General Partnership	Limited Partnership X Corporation Association
Other	
X Citizenship/State of Incorporation/Organiz	zation Delaware
Receiving Party	Mark if additional names of receiving parties attached
Name The Chase Manhattan Bank	
THE SHOP HAMAGAN ZON	
DBA/AKA/TA	
Company	
Composed of	
Composed of Address (line 1) 2200 Ross Avenue, 5th Floor	or
Address(line 1) 2200 Ross Avenue, 5th Floor	or
Address (line 2) Address (line 3) Dallas	Texas 75201
Address (line 1) Address (line 2) Address (line 3) Dallas City General Partnership X Corporation Association	Texas State/Country Limited Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
Address (line 1) 2200 Ross Avenue, 5th Floor Address (line 2) Address (line 3) Dallas City Individual General Partnership	Texas State/Country Limited Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic
Address (line 1) Address (line 2) Address (line 3) Dallas City General Partnership X Corporation Association Other	Texas State/Country Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
Address (line 1) Address (line 2) Address (line 3) Dallas City General Partnership X Corporation Association Other X Citizenship/State of Incorporation/Organiz	Texas State/Country Limited Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
Address (line 1) 2200 Ross Avenue, 5th Florand Address (line 2) Address (line 3) Dallas Individual General Partnership X Corporation Association Other X Citizenship/State of Incorporation/Organiz	Texas State/Country Limited Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
Address (line 1) Address (line 2) Address (line 3) Dallas City General Partnership X Corporation Association Other X Citizenship/State of Incorporation/Organiz	Texas State/Country Limited Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.) Referred Ref:

gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 002323 FRAME: 0915

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FORM PTO-1 Expires 06/30/99 OMB 0651-0027	618B F	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Domestic R	presentative Name and Addres	S Enter for the first Receiving Pa	rty only. `
Name [
Address (line 1)			
Address (line 2)			
Address (line 3)			
Address (line 4)			
Correspond	ent Name and Address Area Code	and Telephone Number 214 740 854	9
Name [Martin Korn		
Address (line 1)	Locke Liddell & Sapp LLP		
Address (line 2)	2200 Ross Avenue		
Address (line 3)	Suite 2200		
Address (line 4)	Dallas, Texas 75201-6776		
Pages	Enter the total number of pages of the including any attachments.	e attached conveyance document	# 13
	pplication Number(s) or Registr		dditional numbers attached
	Trademark Application Number <u>or</u> the Registrati		· · · · · ·
76/032,93	emark Application Number(s) 76/032,938 76/032,937	Registration Num 2,188,028 2,072,35	
		1,672,866 1,689,53	2 2,021,266
		2,281,903 1,833,48	5 2,393,832
Number of F	roperties Enter the total number	of properties involved. #	12
Fee Amoun	Fee Amount for Propert	ies Listed (37 CFR 3.41): \$ 370	0.00
Method o Deposit A	Payment: Enclosed X	Deposit Account	
(Enter for p	yment by deposit account or if additional fees ca	an be charged to the account.) punt Number: $\#12-1$	781
	Authorizatio	n to charge additional fees: Yes	X No
	nd Signature		
To th	e best of my knowledge and belief, the for	egoing information is true and correct ar	nd any

attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Martin Korn

Name of Person Signing

Signature

June 26, 2001 Date Signed

FORM PTO-1618C Expires 06/30/99

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

OMB 0651-002	9 7	RADEMARKS ON	LY	TRADEMARK
Conveyir Enter Addition	g Party aal Conveying Party	X Mark if addi	tional names of conveying partic	es attached Execution Date Month Day Year
.Name	DIGITAL GENERATION	SYSTEMS OF NEW YOR	K, INC.	06 01 2001
Formerly				
Individ	ual General Partner	ship Limited Partner	ship Corporation	Association
Other				
	ship State of Incorporation/C	rganization NE V	oRK	
Receiving Enter Addition	J Party nal Receiving Party	Mark if additional	names of receiving parties attack	ned
Nan	ne			
DBA/AKA/T	Α			
Composed	of			
Address (line	1)			
Address (line	2)			
Address (lin	2 3) City		State/Country	Zip Code
Indiv		nership Limited Parti	nersnipassignm	ent to be recorded is an ent and the receiving party is iciled in the United States, an
Corpo	ration Association		represer (Designa	nent of a domestic stative should be attached stion must be a separate nt from the Assignment.)
Other			docume	m trout the Assignment,
	nship/State of Incorporation/		umbor(a)	
	'k Application Number r the Trademark Application Numb			f additional numbers attached for the same property).
ТТ	rademark Application Nur	nber(s)	Registration N	lumber(s)

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

Conveying Party Enter Additional Conveying Party Mark if additional names of conveying parties attach	Execution Date
Name STARGUIDE DIGITAL NETWORKS, INC.	Month Day Year 06 01 2001
Formerly	
Individual General Partnership Limited Partnership X Corporation	Association
Other	
X Citizenship State of Incorporation/Organization Nevada	
Receiving Party Enter Additional Receiving Party Mark if additional names of receiving parties attached	
Name	
DBA/AKA/TA	
Composed of	
Address (line 1)	
Address (line 2)	
Address (line 3) City State/Country	Zip Code
Corporation Association not domiciled in appointment of a representative s	the receiving party is the United States, an
Citizenship/State of Incorporation/Organization	
Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the	onal numbers attached same property).
Trademark Application Number(s) Registration Number	

FORM PTO-1618C Expires 06/30/99

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

OMB 0651-0027	TRADEWARKS ONLY
Conveying P Enter Additional Co	
.Name S	TARCOM MEDIATECH, INC. 06 01 2001
Formerly	
Individual	General Partnership Limited Partnership Corporation Association
Other	
	State of Incorporation/Organization
Receiving Pa	Mark if additional names of receiving parties attached
Name _	
DBA/AKA/TA	
Composed of	
Address (line 1)	
Address (line 2)	
Address (line 3)	City State/Country Zip Code
Individua Corporation Other	assignment and the receiving party is not domiciled in the United States, an
Citizenshi	p/State of Incorporation/Organization
Trademark A	Application Number(s) or Registration Number(s) Mark if additional numbers attached Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).
Trade	emark Application Number(s) Registration Number(s)
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FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

Conveying Party Enter Additional Conveying Party Mark if additional names of conveying parties attached Execution Date Month Day Year
.Name CORPORATE COMPUTER SYSTEMS CONSULTANTS, INC. 06 01 2001
Formerly
Individual General Partnership Limited Partnership X Corporation Association
Other
X Citizenship State of Incorporation/Organization Delaware
Receiving Party Mark If additional names of receiving parties attached
Name
DBA/AKA/TA
Composed of
Address (line 1)
Address (tine 2)
Address (line 3) State/Country Zip Code
Individual General Partnership Limited Partnership Corporation Association Other General Partnership Limited Partnership Limited Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)
Citizenship/State of Incorporation/Organization
Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).
Trademark Application Number(s) Registration Number(s)

FORM PTO-1618C

RECORDATION FORM COVER SHEET CONTINUATION

U.S. Department of Commerce Patent and Trademark Office

OMB 0651-0027	TRADEMARKS ONLY	TRADEMARK
Conveying Enter Additional	Party Mark If additional names of conveying parties att Conveying Party	ached Execution Date Month Day Year
.Name	TELMAC SYSTEMS, INC.	06 01 2001
Formerly []
Individua	General Partnership Limited Partnership X Corporation	Association
Other		
Citizensh	ip State of Incorporation/Organization DELAWARE	
Receiving Enter Additional	Party Receiving Party Mark If additional names of receiving parties attached	
Name		
DBA/AKA/TA		
Composed of		
Address (line 1)		
Address (line 2)		
Address (line 3)	City State/Country	Zip Code
Individ	dal General Partnership Limited Partnership if document assignment and domicile appointment representation (Designation	to be recorded is an and the receiving party is d in the United States, an of a domestic ve should be attached a must be a separate com the Assignment.)
Citizens	hip/State of Incorporation/Organization	
Trademark	Application Number(s) or Registration Number(s) Mark If ad the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for	ditional numbers attached the same property).
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TRADEMARK

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FORM PTO-1618C Expires 06/30/99

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

OMB 0651-002	RADEMARKS ONLY	INADEMARK
	IG Party X Mark if additional names of conveying parties att	ached Execution Date Month Day Year
.Name	CORPORATE COMPUTER SYSTEMS, INC.	06 01 2001
Formerly]
Individ	lual General Partnership Limited Partnership Corporation	Association
Other		
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Receiving	g Party Mark if additional names of receiving parties attached	
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TRADEMARK

REEL: 002323 FRAME: 0922

RECORDATION FORM COVER SHEET

U.S. Department of Commerce

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Conveying Party Enter Additional Conveying Party	X Mark if additional names of conveying pa	rties attached Execution Date Month Day Year
.Name MUSICAM EXPRESS, L.L.	C.	06 01 2001
Formerly		
Individual General Partnership	Limited Partnership Corporation	Association
Other LIMITED LIABILITY	CONTANY	
Citizenship State of Incorporation/Organiz	zation DECNARE	
Receiving Party Enter Additional Receiving Party	Mark if additional names of receiving parties att	ached
Name		
DBA/AKA/TA		
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Address (line 2)		
Address (fine 3)	State/Country	Zip Code
Individual General Partnershi	In I imited Partnership If doc	ument to be recorded is an nent and the receiving party is
Corporation Association	appoi	omiciled in the United States, an interest of a domestic sentative should be attached
Other	(Desi	gnation must be a separate ment from the Assignment.)
Citizenship/State of Incorporation/Organ	ilzation	
Trademark Application Number(s) o		rk if additional numbers attached
	the Registration Number (DO NOT ENTER BOTH numb	
Trademark Application Number(s) Registration	Number(s)
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FORM PTO-1618C Expires 06/30/99

RECORDATION FORM COVER SHEET CONTINUATION

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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ship State of Incorporation/Organization Delaware	
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3) Shie/Country Zio Code	コ
dual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party	
nship/State of Incorporation/Organization	
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ademark Application Number(s)	
al la l	Party Conveying Party Mark if additional names of conveying parties attached Execution Date Month Day Yes

TRADEMARK

REEL: 002323 FRAME: 0924

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of June 1, 2001, is executed by DIGITAL GENERATION SYSTEMS. INC., a Delaware corporation, 5221 North O'Connor Blvd., Suite 950, Irving, Texas 75039 (the "Borrower"), each of the undersigned Subsidiaries, 5221 North O'Connor Blvd., Suite 950, Irving, Texas 75039 (together with the Borrower, referred to collectively as "Debtors"), in favor of THE CHASE MANHATTAN 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 "Agent"), 2200 Ross Avenue, 5th 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 trademarks, service marks and trademark and service Mark registrations and applications, both foreign and domestic, at any time owned by Debtors, or any of them, including without limitation those described on Exhibit "A" hereto (collectively, the "Trademarks"), and the goodwill represented thereby.
- 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 Trademarks 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, 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 Trademarks, 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, and the goodwill represented thereby.

SECURITY INTEREST ASSIGNMENT OF PATENTS - Page 1 88624:79773 : DALLAS : 906953.1

- 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 each Debtor's entire right, title and interest in the Trademarks, 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, and the goodwill represented thereby.
- 3. Each Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks 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 Trademarks.
- 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 TRADEMARKS 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 UNTIED 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 Trademarks.

[Remainder of Page Intentionally Blank]

SECURITY INTEREST ASSIGNMENT OF PATENTS - Page 2 88624:76825 : DALLAS : 906953.1

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

> DIGITAL GENERATION SYSTEMS, INC., a Delaware corporation

Title: CHIEF FINANCIAL OFFICER

DIGITAL GENERATION SYSTEMS OF NEW YORK, INC.,

a New York corporation

Name: OMAR A. CHOULAGE

Title: SECRETARY

STARGUIDE DIGITAL NETWORKS, INC.,

a Nevada corporation

Name: Dwar

Title: CHEP FINANUAL OFFICER

STARCOM MEDIATECH, INC.,

a Delaware corporation

By:

Name: Omar

Title: SECRETARY

SECURITY INTEREST ASSIGNMENT

OF PATENTS - Page 3 88624;76825 : DALLAS : 906953.1

CORPORATE COMPUTER	SYSTEMS
CONSULTANTS, INC.,	
a Delaware corporation	
01	
By: Chiel	
Name: OMAR A. CHOUCAIR	
Title: CHIEF FINANCIAL DEFI	ur R
TELMAC SYSTEMS, INC.,	
a Delaware corporation	
- Quella	
Ву:	
Name: OMAR A. CHOULAIR	
Title: CHIEF FINANCIAL OFFICE	EK
CORPORATE COMPUTER SYSTEM	SINC
a Delaware corporation	5, IIVC.,
a Delaware corporation	
D. 11/4	

Name: OMAR A. CHOULAIR

Name: OMAR A. CHOULAIR
Title: CHISF FINANCIAL OFFICER

COOLCAST, INC., a Delaware corporation

By: Chull
Name: OMAR A. CHOUCAIR Title: CHIEF FINANCIAL COFFICER
Title: CHIEF FINAPUR OFFICE
THE CHASE MANHATTAN BANK, as Administrative Agent
Bv:
Name:
Title:

SECURITY INTEREST ASSIGNMENT OF PATENTS - Page 5 88624:76825 : DALLAS : 906953.1

COOLCAST, INC., a Delaware corporation

By:	
Name:	
Title:	

THE CHASE MANHATTAN BANK, as Administrative Agent

Name: MCCCVCS
Title:

COUNTY OF DALLAS §	
Before me Omar A. Choucair, CFO INC., a Delaware corporation, known to foregoing instrument and acknowledged corporation, for the purposes and consider	on this day personally appeared, of DIGITAL GENERATION SYSTEMS, me to be the person whose name is subscribed to the to me that he executed the same, on behalf of said ration therein expressed.
Given under my hand and seal this	s <u>/ ⁵⁺</u> day of June, 2001.
PRISCILLA RANGEL NOTARY PUBLIC State of Texas Comm. Exp. 03-15-2004	Priscella Rangel Notary Public - State of Texas
My Commission Expires:	Priscilla Rangel Printed Name of Notary Public
3-15-04	Printed Name of Notary Public
THE STATE OF TEXAS \$ COUNTY OF DALLAS \$	
NEW YORK, INC., a New York corpo	on this day personally appeared , of DIGITAL GENERATION SYSTEMS OF ration, known to me to be the person whose name is nd acknowledged to me that he executed the same, on es and consideration therein expressed.
Given under my hand and seal this	s <u>/ 5+</u> day of June, 2001.
[SEAL]	Priscilla Rangel Notary Public - State of Texas
My Commission Expires:	Priscilla Rangel
3-15-04	Printed Name of Notary Public

OF TRADEMARKS - Page 6 88624:76825 : DALLAS : 906953.1

THE STATE OF TEXAS §					
COUNTY OF DALLAS §					
Before me on this day personally appeared					
Given under my hand and seal this day of June, 2001.					
[S E A L Comm. Exp. 03-15-2004] PRISCILLA RANGEL NOTARY PUBLIC State of Texas Notary Public - State of Texas					
My Commission Expires: Printed Name of Notary Public Printed Name of Name					
3-15-04 Printed Name of Notary Public					
THE STATE OF TEXAS S COUNTY OF DALLAS S					
Before me on this day personally appeared <u>Omar A. Choucus</u> , <u>Secretary</u> , 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 day of June, 2001.					
PRISCILLA RANGEL NOTARY PUBLIC State of Texas [S E A L] Comm. Exp. 03-15-2004					
My Commission Expires: 3-15-04 Priscilla Rangel Printed Name of Notary Public					

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS - Page 7 88624:76825 : DALLAS : 906953.1

COUNTY OF DALLAS §
Before me on this day personally appeared On 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 day of June, 2001.
[SEAL] PRISCILLA RANGEL NOTARY PUBLIC State of Texas Comm. Exc. 03-15-2004 Priscilla Rangel Notary Public – State of Texas
My Commission Expires:
Printed Name of Notary Public
Printed Name of Notary Public
THE STATE OF TEXAS \$ COUNTY OF DALLAS \$
Before me on this day personally appeared
Given under my hand and seal this $\frac{\sqrt{5^+}}{}$ day of June, 2001.
[SEAL] PHISCILLA RANGEL NOTARY PUBLIC State of Texas Comm. Exp. 03-15-2004 Pricula Rangel Notary Public – State of Texas
My Commission Expires:
7-15-04 Printed Name of Notary Public
SECURITY INTEREST ASSIGNMENT

THE STATE OF TEXAS

OF TRADEMARKS - Page 8 88624:76825 : DALLAS : 906953.1

THE STATE OF TEXAS §
THE STATE OF TEXAS § COUNTY OF DALLAS §
y
Before me on this day personally appeared Omega A Chouse, 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 / day of June, 2001.
[SEAL] PRISCILLA RANGEL NOTARY PUBLIC State of Texas Comm. Exp. 03-15-2004 Priscilla Rangel Notary Public – State of Texas
My Commission Expires:
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 15th day of June, 2001.
[SEAL] PRISCILLA RANGEL Notary Public - State of Texas State of Texas Comm. Exp. 03-15-2004
My Commission Expires:
3-15-04 Printed Name of Notary Public

SECURITY INTEREST ASSIGNMENT

OF TRADEMARKS - Page 9 88624:76825 : DALLAS : 906953.1

COUNTY OF DALLAS §
Before me on this day personally appeared
Given under my hand and seal this day of June, 2001.
PRISCILLA RANGEL NOTARY PUBLIC State of Texas [S E A L] Priscilla Range Notary Public – State of Texas Comm. Exp. 03-15-2004
My Commission Expires:
3-15-04 Printed Name of Notary Public
THE STATE OF TEXAS § S COUNTY OF DALLAS §
Before me on this day personally appeared
, of THE CHASE MANHATTAN 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 association, for the purposes and consideration therein expressed.
Given under my hand and seal this $\frac{1}{5}$ day of June, 2001.
[S E A L] PRISCILLA RANGEL NOTARY PUBLIC State of Texas Notary Public — State of Texas
My Commission Expires:
7-15-04 Printed Name of Notary Public

SECURITY INTEREST ASSIGNMENT

OF TRADEMARKS - Page 10 88624:76825 : DALLAS : 906953.1

COUNTY OF DALLAS	Š
Before me to me to be the person whose name i to me that he executed the same consideration therein expressed.	on this day personally appeared, of COOLCAST, INC., a Delaware corporation, known s subscribed to the foregoing instrument and acknowledged, on behalf of said corporation, for the purposes and
Given under my hand and sea	this day of June, 2001.
	Notary Public – State of Texas
[SEAL]	
My Commission Expires:	
	Printed Name of Notary Public
THE STATE OF TEXAS	§ §
COUNTY OF DALLAS	§
banking corporation, known to me to	on this day personally appeared, of THE CHASE MANHATTAN BANK, a New York be the person whose name is subscribed to the foregoing hat he executed the same, on behalf of said association, for a expressed.
Given under my hand and seal	this 60 day of June, 2001.
TONI O. GANT NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 6-28-2003	Jone O. Saul Notary Public – State of Texas
My Commission Expires:	YONI O. Gant
6-28-03	Printed Name of Notary Public

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS - Page 10 88624:76825 : DALLAS : 906953.1

EXHIBIT "A" To SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

Registrations

<u>Mark</u>	Registration No.
FIELDFONE	2,188,028
M (Logo)	2,072,351
CCS	1,678,299
CCS (Logo)	1,672,866
MUSICAM	1,689,532
CDQPRIMA	2,021,266
COOL CAST	2,393,832
THE FIRST NAME	2,281,903
IN DIGITAL DELIVERY	
DG SYSTEMS	1,833,485

Applications

<u>Mark</u>	<u>Serial No.</u>
PRIMA	76/032,939
TEAM	76,032,938
STARGUIDE	76/032,937

88624;76825 : DALLAS : 906953.1

RECORDED: 06/29/2001