

05-08-2003

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings



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

102443352

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.; Corporation State
Digital Generation Systems of New York, Inc.
Corporation State
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
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 Ave., 5th Floor
City: Dallas State: TX Zip: 75201
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State New York
 Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/032,939
76/032,938; 76/032,937; 76/032,936
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,188,028;
2,072,351; 1,678,299; 1,672,866;

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 registrations involved: 14
7. Total fee (37 CFR 3.41).....\$ 365
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
12-1781

DO NOT USE THIS SPACE

9. Signature.
MARTIN KORN
Martin Korn Name of Person Signing
Martin Korn Signature
MAY 6, 2003 Date
Total number of pages including cover sheet, attachments, and document: 13

05/09/2003 6TON11 00000040 76032939
01 FC:0521 40.00 OP
02 FC:0522 325.00 OP

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

TRADEMARK
REEL: 002727 FRAME: 0825

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Page 2

Continuation of 1, Conveying Parties:

StarGuide Digital Networks, Inc., Corporation - State
Starcom Mediatech, Inc., Corporation - State
Corporate Computer Systems Consultants, Inc., Corporation - State
Corporate Computer Systems, Inc., Corporation - State
Musicam Express, L.L.C., Corporation - State

Continuation of 4B, trademark Registration No.(s):

1,689,532	2,021,266	2,393,832	2,281,903
1,833,485	2,219,170		

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (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, 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, 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 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.

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 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 Trademarks.

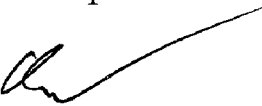
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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.


DIGITAL GENERATION SYSTEMS, INC.,
a Delaware corporation

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

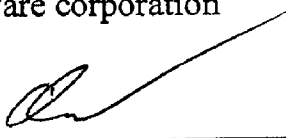
DIGITAL GENERATION SYSTEMS OF NEW
YORK, INC.,
a New York corporation

By: 
Name: Omar A. Choucair
Title: Secretary

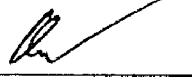
STARGUIDE DIGITAL NETWORKS, INC.,
a Nevada corporation

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

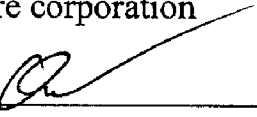
STARCOM MEDIATECH, INC.,
a Delaware corporation

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

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: _____

JPMORGAN CHASE BANK,
as Administrative Agent

By: Maereves
Name: MAE REEVES
Title: VP

THE STATE OF TEXAS

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COUNTY OF DALLAS

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Before me Lisa Holy 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

Lisa Holy Notary Public - State of Texas
Notary Public, State of Texas
My Comm. Expires 08/21/05

Printed Name of Notary Public

THE STATE OF TEXAS

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COUNTY OF DALLAS

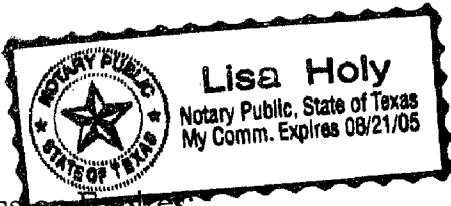
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Before me Lisa Holy on this day personally appeared Omar A. Choucair, Secretary of DIGITAL GENERATION SYSTEMS OF NEW YORK, INC., a New York corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged 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

Lisa Holy Notary Public - State of Texas
Notary Public, State of Texas
My Comm. Expires 08/21/05

Printed Name of Notary Public

THE STATE OF TEXAS

§

COUNTY OF DALLAS

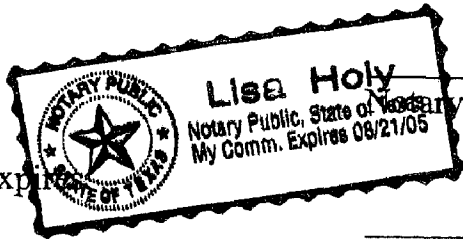
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Before me Lisa Holy on this day personally appeared Omar A. Choucair, Chief Financial Officer and Secretary of STARGUIDE DIGITAL NETWORKS, INC., a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing instrument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

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

[S E A L]



Lisa Holy
Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS

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COUNTY OF DALLAS

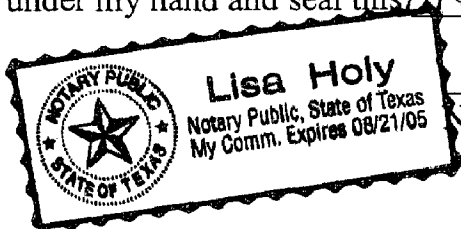
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Before me Lisa Holy on this day personally appeared Omar A. Choucair, Secretary of STARCOM MEDIATECH, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed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

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

[S E A L]



Lisa Holy
Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS

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COUNTY OF DALLAS

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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.

[S E A L]



Lisa Holy
Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS

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COUNTY OF DALLAS

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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.

[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 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.

Lisa Holy
Notary Public – State of Texas



[S E A L]

My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me _____ on this day personally appeared _____ of JPMORGAN 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 corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this ____ day of ____, 2003.

Notary Public – State of Texas

[S E A L]

My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS

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§
§

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

[S E A L]

My Commission Expires:

Printed Name of Notary Public

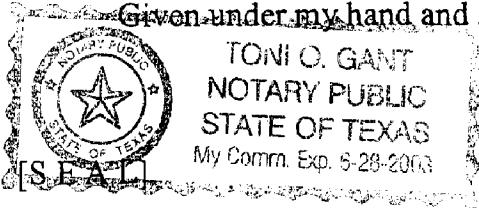
THE STATE OF TEXAS

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COUNTY OF DALLAS

Before me _____ on this day personally appeared Mal Reeves - V.P., of JPMORGAN 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 corporation, for the purposes and consideration therein expressed.

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



Toni O. Gant
Notary Public – State of Texas

My Commission Expires:

6-28-03

Toni O. Gant
Printed Name of Notary Public

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

EXHIBIT "A"
To
SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

Registrations

<u>Mark</u>	<u>Registration No.</u>
FIELDPHONE	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
COOLCAST	2,393,832
THE FIRST NAME IN DIGITAL DELIVERY	2,281,903
DG SYSTEMS	1,833,485
STARGUIDE	2,219,170

Applications

<u>Mark</u>	<u>Serial No.</u>
PRIMA	76/032,939
TEAM	76/032,938
STARGUIDE	76/032,937
MAYAH	76/032,936