

4/18/05

04-19-2005



102984233

To the Director of the U. S. Patent and Trademark Office, _____ documents or the new address(es) below.

4-19-05

1. Name of conveying party(ies):

Digital Generation Systems, Inc.; Corporation State

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 14, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Internal Address: _____

Address: _____

Street Address: 2200 Ross Avenue, 5th Floor

City: Dallas

State: Texas

Country: USA Zip: 75201

Association Citizenship National Banking

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/617,126

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Martin Korn

Internal Address: Locke Liddell & Sapp LLP

Street Address: 2200 Ross Avenue, Suite 2200

City: Dallas

State: Texas Zip: 75201-6776

Phone Number: (214) 740-8549

Fax Number: (214) 756-8549

Email Address: mkorn@lockeliddell.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 12-1781

Authorized User Name Martin Korn

9. Signature:

Martin Korn

Signature

April 18, 2005

Date

Martin Korn

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

04/19/2005 IBYRNE 00000244 76617126

01 FC:8521
02 FC:8522

Document recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Page 2

Continuation of 1, Conveying Parties:

Digital Generation Systems of New York, Inc., Corporation – State New York
StarGuide Digital Networks, Inc., Corporation – State Nevada
Starcom Mediatech, Inc., Corporation - State Delaware
Corporate Computer Systems Consultants, Inc., Corporation – State Delaware
Corporate Computer Systems, Inc., Corporation - State Delaware
Musicam Express, L.L.C., Corporation - State Delaware
DG Systems Acquisition Corporation, Corporation – State Delaware
DG Systems Acquisition II Corporation, Corporation – State Delaware

Continuation of 4A, Trademark Application No.(s):

76/615,081	76/617,130	76/617,129
76/617,127	76/627,011	76/631,194

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of April 15, 2005, 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, N.A. (formerly known as JPMorgan Chase Bank), a national banking association ("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 Second Amended and Restated Credit Agreement dated as of August 31, 2004 (the "Existing Credit Agreement").

B. Concurrently herewith, the parties to the Existing Credit Agreement are entering into a Third 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 Credit Agreement, Debtors and the Administrative Agent have entered into that certain Third 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"), 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 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.

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 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.

[Remainder of Page Intentionally Blank]

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: President

STARGUIDE DIGITAL NETWORKS, INC.,
a Nevada corporation

By: 

Name: Omar A. Choucair

Title: President and Treasurer

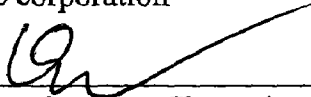
STARCOM MEDIATECH, INC.,
a Delaware corporation

By: 

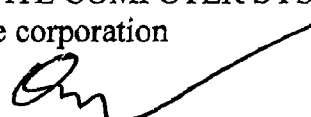
Name: Omar A. Choucair

Title: President


CORPORATE COMPUTER SYSTEMS
CONSULTANTS, INC.,
a Delaware corporation

By: 
Name: Omar A. Choucair
Title: President


CORPORATE COMPUTER SYSTEMS, INC.,
a Delaware corporation

By: 
Name: Omar A. Choucair
Title: President

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

By: 
Name: Omar A. Choucair
Title: President

DG SYSTEMS ACQUISITION CORPORATION,
a Delaware corporation

By: 
Name: Omar A. Choucair
Title: President

DG SYSTEMS ACQUISITION II
CORPORATION,
a Delaware corporation

By:  _____

Name: Omar A. Choucair
Title: President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

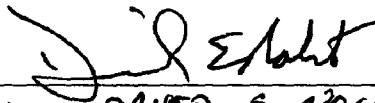
Name: _____

Title: _____

DG SYSTEMS ACQUISITION II
CORPORATION,
a Delaware corporation

By: _____
Name: Omar A. Choucair
Title: President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: DAVID E. NOLET
Title: VICE PRESIDENT

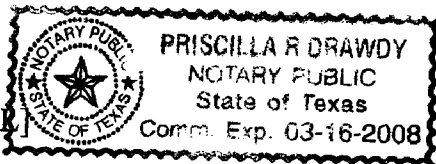
THE STATE OF TEXAS

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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 14 day of April, 2005.



[S E A L]

Priscilla R Drawdy
Notary Public - State of Texas

My Commission Expires:

4-16-08

Priscilla R Drawdy
Printed Name of Notary Public

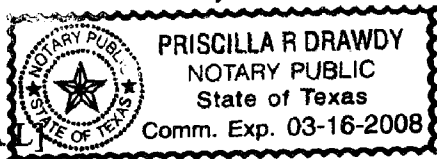
THE STATE OF TEXAS

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COUNTY OF DALLAS

Before me Priscilla R Drawdy on this day personally appeared Omar A. Choucair, President of 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 14 day of April, 2005.



[S E A L]

Priscilla R Drawdy
Notary Public - State of Texas

My Commission Expires:

4-16-08

Priscilla R Drawdy
Printed Name of Notary Public

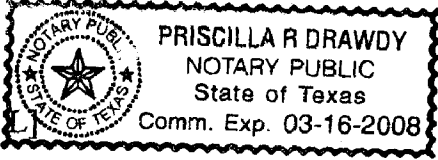
THE STATE OF TEXAS

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COUNTY OF DALLAS

Before me Priscilla R Drawdy on this day personally appeared Omar A. Choucair, President and Treasurer 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 14 day of April, 2005.



[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

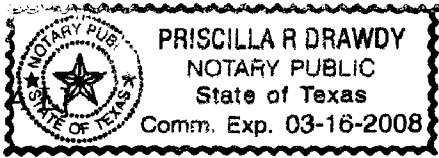
THE STATE OF TEXAS

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COUNTY OF DALLAS

Before me Priscilla R Drawdy on this day personally appeared Omar A. Choucair, President 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 14 day of April, 2005.



[S E A L]

Priscilla R Drawdy
Notary Public - State of Texas

My Commission Expires:

3-16-08

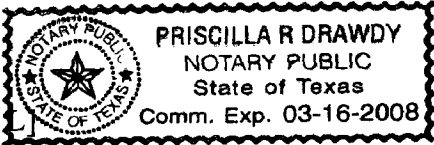
Priscilla R Drawdy
Printed Name of Notary Public

THE STATE OF TEXAS
COUNTY OF DALLAS

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Before me Priscilla R Drawdy on this day personally appeared Omar A. Choucair, President 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 14 day of April, 2005.



Priscilla R Drawdy
Notary Public - State of Texas

My Commission Expires:

3-16-08

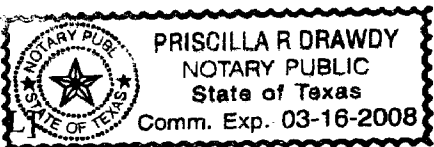
Priscilla R Drawdy
Printed Name of Notary Public

THE STATE OF TEXAS
COUNTY OF DALLAS

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Before me Priscilla R Drawdy on this day personally appeared Omar A. Choucair, President 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 14 day of April, 2005.



Priscilla R Drawdy
Notary Public - State of Texas

My Commission Expires:

3-16-08

Priscilla R Drawdy
Printed Name of Notary Public

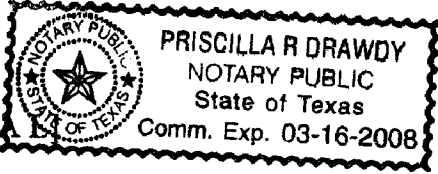
THE STATE OF TEXAS

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COUNTY OF DALLAS

Before me Priscilla R Drawdy on this day personally appeared Omar A. Choucair, President of 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 14 day of April, 2005.



[S E

Priscilla R Drawdy
Notary Public - State of Texas

My Commission Expires:

3-16-08

Priscilla R Drawdy
Printed Name of Notary Public

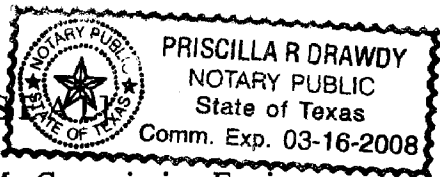
THE STATE OF TEXAS

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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 14 day of April, 2005.



[S E

Priscilla R Drawdy
Notary Public - State of Texas

My Commission Expires:

3-16-08

Priscilla R Drawdy
Printed Name of Notary Public

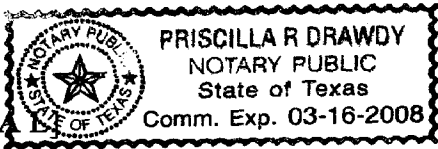
THE STATE OF TEXAS

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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 II 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 14 day of April, 2005.



[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 _____ on this day personally appeared _____, of JPMORGAN CHASE BANK, N.A., a national banking association, 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 _____, 2005.

[S E A L]

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 Omar A. Choucair, President of DG SYSTEMS ACQUISITION II 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 _____ day of _____, 2005.

Notary Public – State of Texas

[S E A L]

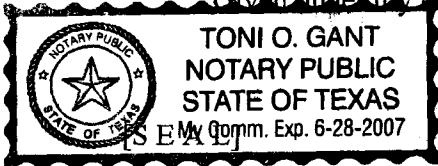
My Commission Expires:

Printed Name of Notary Public

THE STATE OF TEXAS §
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COUNTY OF DALLAS §

Before me TONI Gant on this day personally appeared DAVID E. NOLET, of JPMORGAN CHASE BANK, N.A., a national banking association, 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 14th day of April, 2005.



Toni O. Gant
Notary Public – State of Texas

My Commission Expires:

6-28-2007

TONI O. Gant
Printed Name of Notary Public

**EXHIBIT A
TO
SECURITY INTEREST ASSIGNMENT OF TRADEMARKS**

APPLICATIONS

<u>MARK</u>	<u>SERIAL NUMBER</u>
SOURCE TV	76/617,126
SCENES ON DEMAND	76/615,081
SOURCE TV and design	76/617,130
THE SOURCE MAYTHENYI	76/617,129
THE SOURCE MAYTHENYI and design	76/617,127
DG SPOTBOX NETWORK	76/627,011
DGCONNECT	76/631,194