

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------------|----------|----------------|-----------------------|
| DG Systems Acquisition II Corporation | | 08/09/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|----------------------------|
| Name: | Bank of Montreal, as Agent |
| Street Address: | 115 South LaSalle Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | Chartered Bank: CANADA |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------|
| Registration Number: | 2864406 | THE SOURCE CREATIVES |
| Registration Number: | 3097139 | THE SOURCE MAYTHENYI |
| Registration Number: | 3248789 | SOURCE TV |
| Registration Number: | 3248790 | THE SOURCE MAYTHENYI |
| Registration Number: | 3248791 | SOURCE TV |
| Registration Number: | 3099727 | SCENES ON DEMAND |
| Serial Number: | 77099359 | SOURCEECREATIVE |
| Serial Number: | 77099449 | SOURCEECREATIVE |

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa

CH \$215.00 2864406

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 1664432 |
| NAME OF SUBMITTER: | Richard Kalwa |
| Signature: | /richard kalwa/ |
| Date: | 08/13/2007 |

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 9th day of August, 2007, DG SYSTEMS ACQUISITION II CORPORATION, a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 750 W. John Carpenter Freeway, Suite 700, Irving, Texas 75039, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*") with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of even date hereof by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DG SYSTEMS ACQUISITION II CORPORATION

By 
Name: Omar A. Choueair
Its: President

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By _____
Name: _____
Its: _____

[Signature Page to DG Systems Acquisition Trademark Collateral Agreement]

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DG SYSTEMS ACQUISITION II CORPORATION

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By  _____
Name: **KATHLEEN J. COLLINS**
Its: **DIRECTOR**

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK REGISTRATION

| REG. NO. | REG. DATE | MARK |
|-----------------|------------------|-----------------------------------|
| 2,864,406 | 3/7/03 | THE SOURCE CREATIVES |
| 3,097,139 | 5/30/06 | The Source Maythenyi |
| 3,248,789 | 6/5/07 | Source TV |
| 3,248,790 | 6/5/07 | The Source Maythenyi (and design) |
| 3,248,791 | 6/5/07 | Source TV (and design) |
| 3,099,727 | 6/9/06 | Scenes on Demand |

TRADEMARK APPLICATIONS

| SERIAL NO. | FILED | MARK |
|-------------------|--------------|------------------------------|
| 77/099,359 | 2/5/2007 | SourceEcreative |
| 77/099,449 | 2/5/2007 | SourceEcreative (and design) |

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.