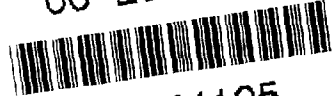


6.15.01

06-20-2001



101754195 SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other  Release of Security Interest
- Effective Date  
Month Day Year  
\_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name FOOTHILL CAPITAL CORPORATION

Execution Date  
Month Day Year  
06 01 2001

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Digital Generation Systems, Inc.

DBA/JA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 875 Battery Street

Address (line 2) \_\_\_\_\_

Address (line 3) San Francisco  
City

California USA  
State/Country

94111  
Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization California

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.)

FOR OFFICE USE ONLY

06/19/2001 DBYRNE 00000109 2281903

01 FC:481 40.00 DP  
06 FC:482 25.00 DP

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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: 002315 FRAME: 0911

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,281,903"/>	<input type="text" value="1,833,485"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and 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 12, 2001

Date Signed

## TRADEMARK RELEASE OF SECURITY INTEREST

This instrument is executed effective as of the 1<sup>st</sup> day of June, 2001 by Foothill Capital Corporation, a California corporation with its head office at 11111 Santa Monica Boulevard, Suite 1500, Los Angeles, California 90025 (the "Creditor").

WHEREAS, Digital Generation Systems, Inc., a California corporation (the "Grantor"), having an address at 875 Battery Street, San Francisco, California 94111, and the Creditor executed a Security Agreement dated April 6, 2000 ("Security Agreement") under which Security Agreement the Grantor granted to the Creditor a security interest in all of the Grantor's right, title and interest in and to the trademark registrations (collectively "Trademarks") listed in Schedule A, attached hereto, for the benefit of the Creditor to secure payment and performance in full of certain Obligations of the Grantor under a Credit Agreement between Grantor and Creditor.

WHEREAS, the Creditor recorded the Security Agreement with the United States Patent and Trademark Office, Assignment Branch, on April 17, 2000 which Security Agreement was recorded at Reel 2068, Frame 0818; and

WHEREAS, the Creditor desires to terminate and release the security interest in the Trademarks held by the Creditor for the benefit of the Creditor.

NOW, THEREFORE, in consideration of the satisfaction of all Obligations of the Grantor under the Credit Agreement, the Creditor by these presents does hereby release the security interest in all Trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Grantor; all good will of the Grantor or its business, products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof; and all federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations); the right to sue for and collect all claims for profits and damages by reason of past infringement by any party or parties, and releases all pledges, mortgages and

hypothecation of the entire right, title and interest in and to the Trademarks; and the present and future rights in, to and associated with the Trademarks throughout the world whether arising under federal law, state law, common law, foreign law or otherwise, to use the Trademarks for the benefit of the Grantor. Creditor further releases any security interest in any after-acquired copyright, patent, service mark, or trademark rights of Grantor arising on or after April 6, 2000, including, but not limited to Grantor's rights to any new copyright, service marks, trademarks, any new patentable inventions or the benefit of any patent application or patent for reissue, division, or continuation, of any patent.

IN WITNESS WHEREOF, Creditor has executed this instrument as of the date first above written.

**FOOTHILL CAPITAL CORPORATION**

By:  \_\_\_\_\_

Title: VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA §  
COUNTY OF LOS ANGELES §

1st Before me, the undersigned, a Notary Public in and for the County aforesaid, on this day of JUNE, 2001, personally appeared TRENT A. SMART to me known personally and who, being by me duly sworn, deposes and says that he/she is the VICE PRESIDENT of Foothill Capital Corporation, and that said instrument was signed and sealed on behalf of Foothill Capital Corporation by authority of its Board of Directors, and that HE/TRENT A. SMART acknowledged said instrument to be the free act and deed of Foothill Capital Corporation.

K. Melissa Chavez  
Notary Public



Commission Expires: 1-20-2005

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>
THE FIRST NAME IN DIGITAL DELIVERY	2,281,903
DG SYSTEMS	1,833,485