

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pathfire, Inc.		06/07/2007	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

Name:	Wachovia Bank, N.A.
Street Address:	5080 Spectrum Drive, Suite 500 East
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	78714630	CINEPORT
Registration Number:	2506037	VIDEOCENTER.COM
Registration Number:	2785110	NEWSTRACKER
Registration Number:	2632819	PATHFIRE
Registration Number:	2784651	PATHFIRE
Registration Number:	2737799	PATHFIRE ENABLING DIGITAL MEDIA
Registration Number:	2633489	THE COMPLETE MEDIA COMMERCE NETWORK
Registration Number:	2989899	ENABLING DIGITAL MEDIA

**CORRESPONDENCE DATA**

Fax Number: (713)222-3291  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (713) 221-3306  
 Email: constance.rhebergen@bgllp.com  
 Correspondent Name: Constance Gall Rhebergen  
 Address Line 1: P.O. Box 61389

CH \$215.00 78714630

Address Line 4: Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER: 086042.000078

NAME OF SUBMITTER: Constance Gall Rhebergen

Signature: /constance gall rhebergen/

Date: 08/08/2007

**Total Attachments: 7**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of June 7, 2007, is made by PATHFIRE, INC., a Georgia corporation (the "Grantor") in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Digital Generation Systems, Inc., a Delaware corporation, has entered into an Amended and Restated Credit Agreement dated as of May 31, 2006 (the "Credit Agreement"), as amended by that First Amendment to Amended and Restated Credit Agreement and to Amended and Restated Guarantee and Collateral Agreement (the "First Amendment"), and as further amended, restated, supplemented or otherwise modified from time to time, with the Administrative Agent and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Extensions of Credit by the Lenders under the Credit Agreement, the Grantor has executed and delivered an Assumption Agreement, dated as of June 1, 2007 (the "Assumption Agreement") in favor of the Administrative Agent by which the Grantor, among other things, becomes a party to that certain Amended and Restated Guarantee and Collateral Agreement dated as of May 31, 2006 (the "Guarantee and Collateral Agreement"), as amended by the First Amendment, and as further amended, restated, supplemented or otherwise modified from time to time, as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor, and expressly assumes all obligations and liability of a Grantor and Guarantor thereunder.

WHEREAS, under the terms of the Assumption Agreement and the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

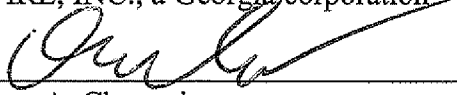
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of (a) the United States of America, and (b) the State of Texas.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

PATHFIRE, INC., a Georgia corporation

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

  
Omar A. Choucair  
Chief Financial Officer

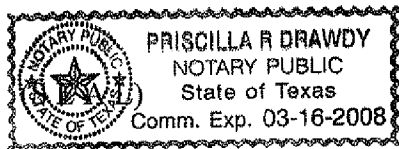
Address for Notices:

750 W. John Carpenter Freeway, Suite 700  
Irving, Texas 75039  
Attention: Omar Choucair

**ACKNOWLEDGMENT**

STATE OF TEXAS :  
: SS  
COUNTY OF DALLAS :

Before me, the undersigned, a Notary Public, on this 13 day of June, 2007, personally appeared Omar A. Choucair, to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer of Pathfire, Inc. a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors, and the said Chief Financial Officer acknowledged said instrument to be his free act and deed.



Priscilla R. Drawdy  
Notary Public  
My Commission Expires: 3-16-08

**Schedule A to the  
Intellectual Property Security Agreement**

**Intellectual Property**

**Patents and Patents Pending**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"Multicast Control Systems and Methods for Dynamic, Adaptive Time and Bandwidth Allocations" (designated countries are Germany, France, Great Britain (and Hong Kong), Luxembourg, and Netherlands)	European Patent No. 1169836	Issued July 16, 2003
	Hong Kong Pat. No. HK1044086	Issued May 21, 2004
	Hong Kong Application No. 0210502.0	
"Multicast Control Systems and Methods for Dynamic, Adaptive Time, Bandwidth, Frequency, and Satellite Allocations"	U.S. Utility Patent Application No. 10/632,483	Filed August 1, 2003
"Multicast Control Systems and Methods for Dynamic, Adaptive Time, Bandwidth, Frequency, and Satellite Allocations"	European Patent Application No. 04779124.9	Filed July 23, 2004
"Systems and Methods of Multicast Transport Call Session Control for Improving Forward Bandwidth Utilization"	U.S. Utility Patent Application No. 10/557,674	Filed November 18, 2005
"Systems and Methods of Multicast Transport Call Session Control for Improving Forward Bandwidth Utilization"	European Patent Application No. 04752089.5	Filed May 13, 2004
"Cascading Key Encryption"	U.S. Utility Patent Application No. 10/551,397	Filed March 30, 2004
"Cascading Key Encryption"	European Patent Application No. 04759043.5	Filed October 5, 2005

**Schedule B to the  
Intellectual Property Security Agreement**

**Trademarks**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
EC Tracker	Reg. No. 2,276,835	September 7, 1999
Videocenter.com	Reg. No. 2,506,037	November 13, 2001
Newstracker	Reg. No. 2,785,110	November 18, 2003
Pathfire	Reg. No. 2,632,819	October 8, 2002
Pathfire (and design)	Reg. No. 2,784,651	November 18, 2003
Pathfire Enabling Digital Media (and design)	Reg. No. 2,737,799	July 15, 2003
The Complete Media Commerce Network	Reg. No. 2,633,489	October 8, 2002
Enabling Digital Media	Reg. No. 2,989,899	August 30, 2005
<b><u>Pending Applications</u></b>		
<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Cineport	App. No. 78/714,630	September 16, 2005; Extension filed April 18, 2007



**Schedule C to the  
Intellectual Property Security Agreement**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
ETracker (Registered)	(Reg. No. TX-5-363-724)	August 1, 2000
MediaTracker (Registered)	(Reg. No. TX-5-363-727)	August 1, 2000
Newstracker (Registered)	(Reg. No. TX-5-363-725)	August 1, 2000
VideoCenter (Registered)	(Reg. No. TX-5-363-726)	August 1, 2000
StreamTracker (Registered)	(Reg. No. TXu-962-338)	August 1, 2000

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**RECORDED: 08/08/2007**

**TRADEMARK  
REEL: 003596 FRAME: 0610**