

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
DG FastChannel, Inc.		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: 17

Property Type	Number	Word Mark
Registration Number:	2281903	THE FIRST NAME IN DIGITAL DELIVERY
Registration Number:	3201667	DG SYSTEMS
Registration Number:	3201666	DG
Registration Number:	3185240	DGCONNECT
Registration Number:	3182241	DG SPOTBOX NETWORK
Serial Number:	78887071	ADCATALOG
Serial Number:	77136592	DG SPOT BOX
Serial Number:	78931992	UNIVERSAL WATERMARK
Serial Number:	77136610	UNIVERSAL VERIFICATION
Serial Number:	77099328	DG FASTCHANNEL
Serial Number:	77099343	DGFASTCHANNEL
Serial Number:	77136579	DG DROP BOX
Serial Number:	77099468	SPOTCENTRAL
Serial Number:	77137262	SPOTCENTRAL

CH \$440.00 2281903

Serial Number:	77099477	ADGALLERY
Serial Number:	77137266	ADGALLERY
Serial Number:	77136602	HDNOW

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
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: 6
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TRADEMARK COLLATERAL AGREEMENT

This 9th day of August, 2007, DG FASTCHANNEL, INC., 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 FASTCHANNEL, INC.

By 
Name: Omar A. Choucair
Its: Secretary

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: _____

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 FASTCHANNEL, INC.

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
2.281,903	9/28/99	The First Name in Digital Delivery
3,201,667	1/23/07	DG Systems
3,201,666	1/23/07	DG
3,185,240	12/19/06	DGConnect
3.182.241	12/12/06	DG SpotBox Network

TRADEMARK APPLICATIONS

SERIAL NO.	FILED	MARK
78/887,071	5/18/2006	AdCatalog
77/136,592	3/21/2007	DG Spot Box
78/931,992	7/18/2006	Universal Watermark
77/136,610	3/21/2007	Universal Verification
77/099,328	2/5/2007	DG FastChannel
77/099,343	2/5/2007	DGFASTCHANNEL (and design)
77/136,579	3/21/2007	DG Drop Box
77/099,468	2/5/2007	SpotCentral
77/137,262	3/22/2007	SpotCentral (and design)

SERIAL NO.	FILED	MARK
77/099,477	2/5/2007	AdGallery
77/137,266	3/22/2007	AdGallery (and design)
77/136,602	3/21/2007	HDNow

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

TRADEMARK LICENSES

None.