

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FastChannel Network, Inc.		08/09/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
<b>Name:</b>	Bank of Montreal, as Agent
<b>Street Address:</b>	115 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2938809	ASSETCHANNEL
Registration Number:	2855217	CREATIVECHANNEL
Registration Number:	2837512	TRAFFICCHANNEL
Registration Number:	3209693	GALLERY
Registration Number:	2637362	FASTCHANNEL
Registration Number:	3019214	MEDIA EYE
Registration Number:	2646438	ECREATIVESEARCH

CORRESPONDENCE DATA	
Fax Number:	(312)803-5299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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

CH \$190.00 2938809

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, FASTCHANNEL NETWORK, 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.

FASTCHANNEL NETWORK, INC.

By   
Name: Omar A. Cheucair  
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 FastChannel Network Trademark Collateral Agreement]

TRADEMARK  
REEL: 003600 FRAME: 0085

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.

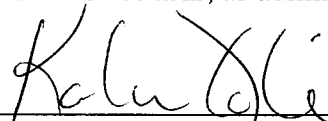
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FASTCHANNEL NETWORK, 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**

<b>REG. NO.</b>	<b>REG. DATE</b>	<b>MARK</b>
2,938,809	4/5/05	ASSETCHANNEL
2,855,217	6/15/04	CREATIVECHANNEL
2,837,512	4/27/04	TRAFFICCHANNEL
3,209,693	2/13/07	Gallery
2,637,362	10/15/02	FASTCHANNEL
3,019,214	11/29/05	MEDIA EYE
2,646,438	11/5/02	ECREATIVE SEARCH

**TRADEMARK APPLICATIONS**

NONE.

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

**TRADEMARK LICENSES**

None.