

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Digital Generation, Inc.		02/07/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Administrative Agent (Second Lien)
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3201666	DG
Registration Number:	3316534	DGFASTCHANNEL
Registration Number:	3316533	DG FASTCHANNEL
Registration Number:	3316539	SPOTCENTRAL
Registration Number:	3317014	SPOTCENTRAL
Registration Number:	3881978	HD NOW
Registration Number:	3316540	ADGALLERY
Registration Number:	3317015	ADGALLERY
Registration Number:	3383612	ADCATALOG
Registration Number:	3099727	SCENES ON DEMAND
Registration Number:	3323071	SOURCEECREATIVE
Registration Number:	2632819	PATHFIRE
Registration Number:	2784651	PATHFIRE
Registration Number:	2737799	PATHFIRE ENABLING DIGITAL MEDIA

OP \$615.00 3201666

Registration Number:	2732670	THE CATCH SERVER
Registration Number:	3915791	EFFICIENCY THROUGH INTEGRATION
Registration Number:	3915790	MIJO
Registration Number:	2822016	SLINGSPOT
Registration Number:	2751765	SLINGSPOT.COM
Registration Number:	3460262	DG SPOT BOX
Registration Number:	3553200	DROP BOX HD
Registration Number:	3637521	SPOT BOX HD
Registration Number:	4223631	HD XTREME
Serial Number:	85891974	SPOT ON

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39234
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/10/2014

Total Attachments: 5
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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of February 7, 2014 (this "Agreement"), between DIGITAL GENERATION, INC. (the "Grantor") and Wilmington Trust, National Association, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of January 24, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Extreme Reach, Inc., as the Borrower, the Lenders from time to time party thereto and the Administrative Agent and (b) the Second Lien Pledge and Security Agreement dated as of February 7, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Borrower, the Additional Grantors from time to time party thereto and the Administrative Agent. The Lenders have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including those listed on Schedule I hereto) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an

original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

DIGITAL GENERATION, INC.,

by



Name:

Title:

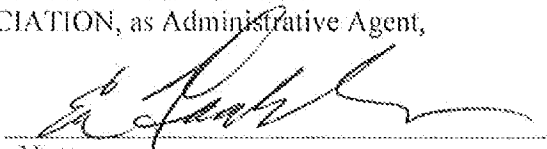
Address:

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005213 FRAME: 0871

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent,

by



Name:

Title:

ERIN TKACHENKO
VICE PRESIDENT

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005213 FRAME: 0872

SCHEDULE I

Trademarks

<u>Name</u>	<u>Registration Number</u>	<u>Jurisdiction</u>
DG	3,201,666	US
DG FastChannel	3,316,534	US
DG FastChannel (logo)	3,316,533	US
SpotCentral	3,316,539	US
SpotCentral (logo)	3,317,014	US
HD Now	3,881,978	US
AdGallery	3,316,540	US
AdGallery (logo)	3,317,015	US
AdCatalog	3,383,612	US
Scenes on Demand	3,099,727	US
SourceEcreative	3,323,071	US
Pathfire	2,632,819	US
Pathfire (logo)	2,784,651	US
Pathfire Enabling Digital Media (logo)	2,737,799	US
THE CATCH SERVER	2,732,670	US
Efficiency through Integration	3,915,791	US
MIJO	3,915,790	US
Slingspot	2,822,016	US
Slingspot.com	2,751,765	US
DG Spot Box	3,460,262	US
Drop Box HD	3,553,200	US
Spot Box HD	3,637,521	US
HD Xtreme	4,223,631	US

Trademark Applications

<u>Name</u>	<u>Serial Number</u>	<u>Jurisdiction</u>
SPOT ON	85891974	US