

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DG FASTCHANNEL, INC.		05/02/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent
<b>Street Address:</b>	2200 Ross Avenue
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 63**

Property Type	Number	Word Mark
Registration Number:	3201666	DG
Registration Number:	3210981	DG
Registration Number:	3201833	DG DG SYSTEMS
Registration Number:	3201667	DG SYSTEMS
Registration Number:	2281903	THE FIRST NAME IN DIGITAL DELIVERY
Registration Number:	3185240	DGCONNECT
Registration Number:	3182241	DG SPOTBOX NETWORK
Registration Number:	3316534	DGFASTCHANNEL
Registration Number:	3316533	DG FASTCHANNEL
Registration Number:	3460262	DG SPOT BOX
Registration Number:	3316539	SPOTCENTRAL
Registration Number:	3317014	SPOTCENTRAL
Registration Number:	3553200	DROP BOX HD
Registration Number:	3637521	SPOT BOX HD

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Registration Number:	3881978	HD NOW
Registration Number:	3316540	ADGALLERY
Registration Number:	3317015	ADGALLERY
Registration Number:	3383612	ADCATALOG
Registration Number:	3097139	THE SOURCE MAYTHENYI
Registration Number:	3248790	THE SOURCE MAYTHENYI
Registration Number:	3099727	SCENES ON DEMAND
Registration Number:	2864406	THE SOURCE CREATIVES
Registration Number:	3248789	SOURCE TV
Registration Number:	3248791	SOURCE TV
Registration Number:	3323071	SOURCEECREATIVE
Registration Number:	3323074	SOURCEECREATIVE
Registration Number:	3125467	MEDIA DVX
Registration Number:	2989899	ENABLING DIGITAL MEDIA
Registration Number:	2785110	NEWSTRACKER
Registration Number:	2632819	PATHFIRE
Registration Number:	2784651	PATHFIRE
Registration Number:	2737799	PATHFIRE ENABLING DIGITAL MEDIA
Registration Number:	2802335	CARS
Registration Number:	3274299	
Registration Number:	3311724	GTN
Registration Number:	2546680	ADSINVIEW
Registration Number:	2569456	THE CATCH SERVER
Registration Number:	2732670	THE CATCH SERVER
Registration Number:	3209693	GALLERY
Registration Number:	1362512	
Registration Number:	1167714	FOTO RUSH
Registration Number:	2357310	SUPERSTITIAL
Registration Number:	2143808	VIEWPOINT
Registration Number:	0928278	FOTOMAT
Registration Number:	3136105	VIEWPOINT VISUALIZATION
Registration Number:	2371539	UNICAST
Registration Number:	0868275	FOTOMAT
Registration Number:	2228706	UNICAST
Registration Number:	1610152	FOTOMAT

	0942454	FOTOMAT
Registration Number:	2837512	TRAFFICCHANNEL
Registration Number:	2938809	ASSETCHANNEL
Registration Number:	3019214	MEDIA EYE
Registration Number:	2232558	ENLIVEN
Registration Number:	2543700	ENLIVEN/CAPTURE
Registration Number:	2497451	ENLIVEN/IMPLUSE
Registration Number:	3915791	EFFICIENCY THROUGH INTEGRATION
Registration Number:	3915790	MIJO
Registration Number:	2822016	SLINGSPOT
Registration Number:	2751765	SLINGSPOT.COM
Serial Number:	78931992	UNIVERSAL WATERMARK
Serial Number:	77476813	HD SHUTTLE
Serial Number:	77827858	HD XTREME

**CORRESPONDENCE DATA**

Fax Number: (214)661-4691  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-953-6691  
Email: b.k.drinkwater@bakerbotts.com  
Correspondent Name: B. K. Drinkwater, c/o Baker Botts L.L.P.  
Address Line 1: 2001 Ross Avenue, Suite 600  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	002642.2444
NAME OF SUBMITTER:	B. K. Drinkwater
Signature:	/B. K. Drinkwater/
Date:	07/26/2011

Total Attachments: 6  
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, DG FASTCHANNEL, INC., a Delaware corporation (herein called "**Grantor**") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, DG FASTCHANNEL, INC., a Delaware corporation (the "**Borrower**") has entered into that certain Credit Agreement dated as of May 2, 2011 (as it may be amended, restated, modified or supplemented from time to time, the "**Credit Agreement**" and capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement), among the Borrower, the Lenders party thereto, the Issuing Bank party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent;

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of May 2, 2011, made by Grantor and certain Affiliates (as such term is defined in the Credit Agreement) of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "**Security Agreement**"), Grantor has granted to Grantee for the ratable benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the ratable benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress and any other source or business identifiers, and the rights in any of the foregoing which arise under the laws of the United States;
  - (b) the goodwill of the business symbolized thereby or associated with each of them;
  - (c) all registrations and applications in connection therewith filed with the United States Patent and Trademark Office, including those described in *Schedule 1* hereto;
  - (d) all reissues, extensions and renewals thereof;
  - (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing;
- and

(f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2<sup>nd</sup> day of May, 2011.

DG FASTCHANNEL, INC.

By: 

Name: Omar Choucair

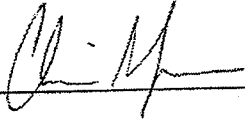
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004590 FRAME: 0833

Acknowledged:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:  \_\_\_\_\_  
Name: Chris Sudhew  
Title: Vice President

**SCHEDULE 1****Trademarks**

<b>TRADEMARKS</b>				
<b>Issuing Country</b>	<b>Reg. #</b>	<b>Reg. Date</b>	<b>Mark</b>	<b>Nature</b>
USA	3,201,666	1/23/2007	DG	Owner
USA	3,210,981	2/20/2007	DG (logo)	Owner
USA	3,201,833	1/23/2007	DG Systems (logo)	Owner
USA	3,201,667	1/23/2007	DG Systems	Owner
USA	2,281,903	9/28/1999	The First Name in Digital Delivery	Owner
USA	3,185,240	12/19/2006	DGConnect	Owner
USA	3,182,241	12/12/2006	DG SPOTBOX NETWORK	Owner
USA	3,316,534	10/23/2007	DG FastChannel	Owner
USA	3,316,533	10/23/2007	DG FastChannel (logo)	Owner
USA	3,460,262	7/8/2008	DG Spot Box	Owner
USA	3,316,539	10/23/2007	SpotCentral	Owner
USA	3,317,014	10/23/2007	SpotCentral (logo)	Owner
USA	3,553,200	12/30/2008	Drop Box HD	Owner
USA	3,637,521	6/16/2009	Spot Box HD	Owner
USA	3,881,978	3/21/2007	HD Now	Owner
USA	3,316,540	10/23/2007	AdGallery	Owner
USA	3,317,015	10/23/2007	AdGallery (logo)	Owner
USA	3,383,612	2/12/2008	AdCatalog	Owner
USA	3,097,139	5/30/2006	THE SOURCE MAYTHENYI	Owner
USA	3,248,790	6/5/2007	THE SOURCE MAYTHENYI (logo)	Owner
USA	3,099,727	6/9/2006	Scenes on Demand	Owner
USA	2,864,406	7/20/2004	The Source Creatives	Owner
USA	3,248,789	6/5/2007	SOURCE TV	Owner
USA	3,248,791	6/5/2007	Source TV and design	Owner
USA	3,323,071	10/30/2007	SourceEcreative	Owner
USA	3,323,074	10/30/2007	SourceEcreative (logo)	Owner
USA	3,125,467	8/8/2006	Media DVX (logo)	Owner
USA	2,989,899	8/30/2005	Enabling Digital Media	Owner
USA	2,785,110	11/18/2003	Newstracker	Owner
USA	2,632,819	10/8/2002	Pathfire	Owner
USA	2,784,651	11/18/2003	Pathfire (logo)	Owner
USA	2,737,799	7/15/2003	Pathfire Enabling Digital Media (logo)	Owner
USA	2,802,335	1/6/2004	CARS (logo)	Owner
USA	3,274,299	8/7/2007	Stone (logo)	Owner
USA	3,311,724	10/16/2007	GTN (logo)	Owner
USA	2,546,680	3/12/2002	ADSIN VIEW	Owner
USA	2,569,456	5/14/2002	THE CATCH SERVER	Owner
USA	2,732,670	7/1/2003	THE CATCH SERVER	Owner
USA	3,209,693	2/13/2007	Gallery	Owner
USA	1,362,512	9/24/1985	Design Only	Owner
USA	1,167,714	9/1/1981	FOTO RUSH	Owner
USA	2,357,310	6/13/2000	SUPERSTITIAL	Owner

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TRADEMARKS				
Issuing Country	Reg. #	Reg. Date	Mark	Nature
USA	2,143,808	3/17/1998	VIEWPOINT	Owner
USA	928,278	2/1/1972	FOTOMAT	Owner
USA	3,136,105	8/29/2006	VIEWPOINT VISUALIZATION	Owner
USA	2,371,539	7/25/2000	UNICAST	Owner
USA	868,275	4/15/1969	FOTOMAT	Owner
USA	2,228,706		UNICAST	Owner
USA	1,610,152	8/14/1990	FOTOMAT	Owner
USA	942,454	9/5/1972	FOTOMAT	Owner
USA	2,837,512	4/27/2004	TrafficChannel	Owner
USA	2,938,809	4/5/2005	AssetChannel	Owner
USA	3,019,214	11/29/2005	Media Eye	Owner
USA	2,232,558	3/16/1999	Enliven	Owner
USA	2,543,700	3/5/2002	ENLIVEN/CAPTURE	Owner
USA	2,497,451	10/16/2001	ENLIVEN/IMPULSE	Owner
USA	3,915,791	2/8/2011	EFFICIENCY THROUGH INTEGRATION	Owner
USA	3,915,790	2/8/2011	MIJO	Owner
USA	2,822,016	3/16/2004	SLINGSPOT	Owner
USA	2,751,765	8/19/2003	SLINGSPOT.COM	Owner

TRADEMARK APPLICATIONS				
Country	Serial #	Filed	Mark	Owner
USA	78/931,992	7/18/2006	Universal Watermark	Owner
USA	77/476,813	5/16/2008	HD Shuttle	Owner
USA	77/827,858	9/16/2009	HD Xtreme	Owner

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