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To the Honorable Commissioner of Patents

100709952

1 original documents or copy thereof.

1. Name of conveying party(ies):

Matthews Studio Equipment, Inc.

- Individual(s)
- General Partnership
- Corporation-State - California
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Agent

Internal Address: _____

Street Address: 600 Fifth Avenue

City: New York State: NY ZIP: 10020

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York Banking Corporation
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 1, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/341,534
75/341,533

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey Epstein, Esq.

Internal Address: _____

Kaye, Scholer, Fierman, Hays & Handler, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John Sorensen

Name of Person Signing

Signature

May 4, 1998

Date

Total number of pages including cover sheet, attachments, and document: 4

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ASSIGNMENT FOR SECURITY
(TRADEMARKS)

WHEREAS, Matthews Studio Equipment, Inc., a California corporation (the “**Assignor**”), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, Assignor is obligated to The Chase Manhattan Bank and the lenders (the “**Lenders**”) party to the Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented, the “**Credit Agreement**”), among Assignor, certain affiliates of Assignor, the Guarantors and the Lenders named therein, and The Chase Manhattan Bank, as agent for the Lenders (in its capacity as agent herein referred to as “**Assignee**”), and Assignor has entered into an Amended and Restated Security Agreement and Mortgage - Patents, Trademarks and Copyrights (the “**Agreement**”) in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of the Assignors in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, by reason of infringement thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are subject to the terms and provisions set forth in the Agreement.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 1st day of March, 1998.

MATTHEWS STUDIO EQUIPMENT, INC.

By: 

Name: Carlos D. DeMattos

Title: Chief Financial Officer

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

Pending Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
M & Design	75/341,534	August 15, 1997
Matthews Studio Equipment Group & M Design	75/341,533	August 15, 1997