

10-16-1998

FORM PTO-1594
1-31-92

MRD 10-13-98 RE



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies): Matthews Studio Equipment, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporate-State: California
 Other

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

2. Name and address of receiving party(ies):
 Name: Matthews Studio Equipment Group
 Internal Address:
 Street Address: 3111 N. Kenwood Street
 City: Burbank, CA 91505 Country: USA

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State California
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: N/A Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: September 25, 1998

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

A. Trademark Application No.(s): 75/296,448

B. Trademark registration No.(s): 1,262,259; 1,274,191; 1,380,232; 1,380,231; 1,383,109; 1,380,233; and 1,916,213

Additional numbers attached? Yes No

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

Name: Bridget McCarthy, Esq.
c/o Whitman Breed Abbott & Morgan LLP

Internal Address:

Street Address: 633 W. Fifth St., 21st Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

10/15/1998 TTON11 00000237 1262259
 41 FC:481 40.00 DP
 42 FC:482 175.00 DP

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.

Bridget McCarthy, Esq.
 Name of Person Signing Bridget McCarthy Signature Oct 9, 98 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:
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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 1799 FRAME: 0691

EXHIBIT A

**MATTHEWS STUDIO EQUIPMENT, INC.
TRADEMARKS**

A. Pending Trademark Application

<u>Trademark:</u>	<u>Application No.:</u>	<u>Application Date:</u>
ESS International	75/296,448	5/22/97

B. Trademark Registrations

<u>Trademark:</u>	<u>Registration No.:</u>	<u>Registration Date:</u>
M & Design	1,262,259	12/27/83
Cam-Remote	1,274,191	4/17/84
Sports-Cam	1,380,232	1/28/86
Remote-Cam	1,380,231	1/28/86
Mini-Mote	1,383,109	2/18/86
Medi-Cam	1,380,233	1/28/86
C.A.T.	1,916,213	9/5/95

ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS ("Assignment") is made and entered into as of the 25th day of September, 1998, by and between MATTHEWS STUDIO EQUIPMENT, INC., a California corporation ("ASSIGNOR"), and MATTHEWS STUDIO EQUIPMENT GROUP, a California corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks and application and registrations therefor shown on the attached Exhibit A (the "Trademarks"); and


WHEREAS, ASSIGNOR has agreed to assign to ASSIGNEE all of its rights, title and interest in and to the Trademarks, subject to the security interest of The Chase Manhattan Bank, as Agent; and

WHEREAS, ASSIGNEE is desirous of obtaining such assignment.


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns, sells and transfers to ASSIGNEE all of its rights, title and interest in and to the Trademarks, together with that part of the goodwill of ASSIGNOR's business which is connected with the use of and symbolized by the Trademarks. ASSIGNEE agrees that ASSIGNOR has previously granted to The Chase Manhattan Bank, as Agent a security interest in the Trademarks, pursuant to the Amended and Restated Security Agreement and Mortgage - Patents, Trademarks and Copyrights dated April 1, 1998, and ASSIGNEE hereby takes and accepts the Trademarks subject to such security interest. ASSIGNOR shall not use the Trademarks nor at any time challenge ASSIGNEE's right, title, or interest in the Trademarks or the validity of the Trademarks or any registration thereof, including trademark registrations in foreign countries.

IN WITNESS WHEREOF, the ASSIGNOR and ASSIGNEE have executed this Assignment as of the date shown above.

MATTHEWS STUDIO EQUIPMENT, INC.
"ASSIGNOR"

By: 
Name: Carlos D. DeMattos
Title: Executive Vice President/
Chief Financial Officer

MATTHEWS STUDIO EQUIPMENT GROUP
"ASSIGNEE"

By: 
Name: Carlos D. DeMattos
Title: Chief Executive
Officer/President