FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

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Resubmission (Non-Recordation)	X Security Agreement Nunc Pro Tunc Assignment
Document ID #	Effective Date
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Reel # Frame #	Change of Name
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Conveying Party	Mark if additional names of conveying parties attached Execution Date Month Day Year
Name VARI-	LITE, INC. 12/29/00
Formerly	
Individual General Partnership	Limited Partnership X Corporation Association
Other	
X Citizenship/State of Incorporation/Organizati	ion DELAWARE
Receiving Party	Mark if additional names of receiving parties attached
Name FIRSTAI	R BANK, NATIONAL ASSOCIATION
DBA/AKA/TA	
Composed of	
Address (line 1)	425 WALNUT STREET
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Address (line 3) CINCINNATI	OHIO/USA 44133
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FOR 10/2001 LMUELLER 00000183 75746703	OFFICE USE ONLY 340E
FC:481 40.00 DF FC:482 300.00 DF	

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Name	
Address (line 1)	
Address (line 2)	
Address (line 3)	
Address (line 4)	
Correspon	dent Name and Address Area Code and Telephone Number (216) 622-8200
Name	Diane Dobrea, Esq.
Address (line 1)	CALFEE, HALTER & GRISWOLD LLP.
Address (line 2)	1400 MCDONALD INVESTMENT CENTER
Address (line 3)	800 SUPERIOR AVENUE
Address (line 4)	CLEVELAND, OHIO/USA 44114
Pages	Enter the total number of pages of the attached conveyance document including any attachments.
Tuedomoule	
	Application Number(s) or Registration Number(s)  Mark if additional numbers attached to the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).
	demark Application Number(s) Registration Number(s)
75/746,70	
	1,983,995 1,982,461 2,000,809
	2,002,389 1,544,578 1,561,985
Number of	Properties Enter the total number of properties involved. # 13
Fee Amour	fee Amount for Properties Listed (37 CFR 3.41): \$ 340.00
Method o	of Payment: Enclosed X Deposit Account
	payment by deposit account or if additional fees can be charged to the account.)  Deposit Account Number:  # 63-0172
	Authorization to charge additional fees: Yes V
Statement	and Signature
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atta	he best of my knowledge and belief, the foregoing information is true and correct and any ched copy is a true copy of the original document.  Charges to deposit account are authorized, as cated herein.
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# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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Conveying Party Enter Additional Conveying Party	Mark if additional names of conveying parties attached Execution Date  Month Day Year
Name	
Formerly	
Individual General Partnership Limit	ed Partnership Corporation Association
Other	
Citizenship State of Incorporation/Organization	
Receiving Party  Enter Additional Receiving Party  Mark i	f additional names of receiving parties attached
Name	
DBA/AKA/TA	
Composed of	
Address (line 1)	
Address (line 2)	
Address (line 3)	State/Country Zip Code
	nited Partnership  If document to be recorded is an assignment and the receiving party is
Corporation Association	not domiciled in the United States, an appointment of a domestic
Other	representative should be attached (Designation must be a separate document from the Assignment.)
	document nom die Assignment.)
Citizenship/State of Incorporation/Organization	
Trademark Application Number(s) or Registration Number or the Registration Number of Number of Number or the Registration Number of	Mark if additional numbers attached on Number (DO NOT ENTER BOTH numbers for the same property).
Trademark Application Number(s)	Registration Number(s) 1,576,128 1,563,102 1,292,675
	1,000,102

TRADEMARK

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## PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") is made by VARI-LITE, INC., a Delaware corporation having its principal office and place of business at 201 Regal Row, Dallas, Texas 75247 ("Grantor"), in favor of FIRSTAR BANK, NATIONAL ASSOCIATION, a national banking association whose address is 425 Walnut Street, Cincinnati, Ohio 45202 ("Grantee"):

#### WITNESSETH:

WHEREAS, Grantor and Grantee are parties to a certain Financing Agreement of even date herewith (as the same may hereafter be amended, supplemented, amended and restated, renewed or otherwise modified from time to time, the "Financing Agreement"), which Financing Agreement provides (i) for the Grantee to, from time to time, extend credit to or for the account of Grantor and (ii) for the grant by Grantor to Grantee of a security interest in certain of Grantor's assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Financing Agreement</u>. The Financing Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto
- 2. <u>Security Interest in Patents</u>. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Grantor hereby grants and conveys to Grantee a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:
- (A) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the

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world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

- (B) license agreements with any other party, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on <u>Schedule C</u> attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Financing Agreement) now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").
- 3. Security Interest in Trademark and Goodwill. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Grantor hereby grants and conveys to Grantee a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:
- (A) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and
- (B) the goodwill of Grantor's business, including, but not by way of limitation, such goodwill connected with and symbolized by the Trademarks.
- 4. <u>Restrictions on Future Assignments</u>. Grantor agrees that until the Obligations shall have been satisfied in full and the Financing Agreement shall have been terminated, Grantor will not, without Grantee's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement) and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.
- 5. New Patents, Trademarks, and Licenses. Grantor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses now owned by Grantor. If, before the Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the

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benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee as attorney in fact to modify this Agreement by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Agreement with the United States Patent and Trademark Office.

- 6. <u>Representations and Warranties</u>. Grantor represents and warrants to and agrees with Grantee that:
- (i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
  - (ii) Each of the Patents and Trademarks is valid and enforceable;
- (iii) Grantor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;
- (iv) This Agreement does not violate and is not in contravention of any other agreement to which Grantor is a party or any judgment or decree by which Grantor is bound and does not require any consent under any other agreement to which Grantor is a party or by which Grantor is bound. Upon the occurrence of and during the continuance of an Event of Default, Grantor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Grantee as assignee of Grantor's entire interest;
- (v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens (as defined in the Financing Agreement); and
- (vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.
- 7. Terms. The term of the security interests granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Obligations have been paid in full and the Financing Agreement has been terminated.

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- 8. <u>Contingent Assignment</u>. The Grantor has executed in blank and delivered to the Grantee an assignment of federally registered trademarks in substantially the form of <u>Exhibit 1</u> hereto (the "Assignment of Trademarks") and an assignment of federally registered patents in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). The Grantor hereby authorizes the Grantee to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Trademarks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Grantee's remedies under this Agreement.
- 9. <u>Duties of Grantor</u>. Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate to the extent the making of such application is consistent with past practices of Grantor and unless the officers of Grantor reasonably determine in their best business judgment that the application is not in the best interests of the Grantor, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, structured in connection with such applications shall be borne by Grantor. Grantor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark without the consent of Grantee.
- 10. <u>Financing Statements</u>; <u>Documents</u>. At the request of Grantee, Grantor will join with Grantee in executing one or more financing statements pursuant to the Ohio version of the Uniform Commercial Code in form satisfactory to Grantee and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Grantee. Grantor will execute and deliver to Grantee from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Grantee may require for the purpose of confirming Grantee's interest in the Patents, Trademarks and Licenses.
- defined in the Financing Agreement), Grantee shall have the same rights, if any, as Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand and as a part of the Obligations, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this <u>Paragraph 11</u>.
- 12. <u>Waivers</u>. No course of dealing between Grantor and Grantee nor any failure to exercise nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Financing Agreement shall operate as a waiver thereof; nor shall

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any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 13. <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 14. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>Paragraph 5</u> hereof or by a writing signed by the parties hereto.
- 15. <u>Cumulative Remedies; Effect on Financing Agreement</u>. All of Grantee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Financing Agreement or any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under Financing Agreement but rather is intended to facilitate the exercise of such rights and remedies.
- 16. <u>Binding Effect; Benefits</u>. This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.
- 17. <u>Governing Law</u>. This Agreement has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio.

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IN WITNESS WHEREOF, VARI-LITE, INC., by its duly authorized officer, has executed this Agreement as of the 29th day of December, 2000.

Signed and acknowledged in the presence of:

Name:

Susta Of

VARI-LITE, INC.

Name: Jerome L. Trojan III

Title: Vice President-Finance and CFO

STATE OF OHIO	)
	) ss:
COUNTY OF CUYAHOGA	)

The foregoing Patent, Trademark and License Security Agreement was executed and acknowledged before me this 29th day of December, 2000, by Jerome L. Trojan III, the Vice President-Finance and CFO of VARI-LITE, INC., a Delaware corporation, on behalf of the corporation.

Notary Public

Accepted at Cleveland, Ohio, as of December 29, 2000.

FIRSTAR BANK, NATIONAL ASSOCIATION

Paul W. Patrick, Vice President

RACHEL ANN SABATO
Notary Public, State of Ohio
The Commission Expires Mar. 13, 2005

# SCHEDULE A (Patents)

{SNO2078.DOC;3}

Vari-Lite, Inc. Schedule A Patents

8-14-2008	6-10-94	Invention	issued	8/14/92	21069/92	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	646,588	AU
9/4/2007	8/6/94	Invention	issued	9/4/91	83625/91	Variable Color Lighting Instrument	649,264	ΑU
7/19/2013	6/25/96	Invention	issued	7/19/93	42,069/93	Thermal Mangement Techniques for Lighting Instruments	667,109	υA
11/7/2014	3/12/98	Invention	issued	11/5/94	77669/94	Laser Ablation Method for Making a Light Pattern Generator on a Transparent Substrate	683,695	A)
7-19-2013	11-5-98	Invention	issued	6/6/96	56203/96	Method for Managing Heat Build Up in Lighting Instruments	693,691	٩U
12-28-2013	12-28-98	Invention	issued	7/30/92	322,859	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	0 252 981	AR
		Design	0 pending	10-18-2000	29/131,312	Lighting Control Console		SO
		Design		10-15-99	29/112,443	Lighting Instrument (VL8 Design)		SU
		Design	pending	5-5-98	29/087,552	Lamp Head Assembly (VL7 design)		S
5/24/2008	5/24/94	Design	issued	9/4/92	07/940,729	Storage And Transportation Trunk	347,113	S
9/6/2008	9/6/94	Design	registered	10/4/93	29/013,843	Exterior Architectural Luminaire	350,408	SN
6/20/2009	6/20/95	Design	issued	9/4/92	07/940,724	Adjustable Lamp	359,574	S
1/30/2010	1/30/96	Design	issued	3/29/94	29/020,618	Adjustable Spot Luminaire	366,712	S
1/14/2011	1/14/9/	Design	issued	8/18/94	29/027,320	Combined Control Console Case And Cover	377,338	S
9-14-2013	9-14-99	Design	issued	9-30-97	29/077,239	Yoke Assembly (VL7 design)	413,995	SO
10/12/2013	10/1/2/99	Design	issued	11/16/95	29/046,482	Adjustable Compact Luminaire (AR5 design1)	415,301	S
11-30-2013	11-30-99	Design	ssued	25/31/11	29/046,486	Adjustable Compact Luminaire (with Accessories] (AKS design2)	417,300	S
2-0-2014	20.00	Design	Issued	10-9-98	27/1460/67	Lighting Control Console	420,332	S
		Invention	pending	5/3/2000	09/565040	intra-Lens Color Filter Apparatus		S
		Invention	pending 2nd OA	3-26-99	09/280/92	Zoomable Beamspreader with Matched Optical Surfaces for Non-imaging illumination Applications		SU
		invention	pending 1st UA	C6/81/01	08/544,/59	High Intensity Lighting Projectors		S
3/2/2001	//5/83	Invention	issued	3/2/81	239,367	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	4,392,187	S
2/28/2005	7/22/86	Invention	issued	2/28/85	706,720	Light Source Having Automatically Variable Hue, Saturation And Beam Divergence	4,602,321	S
0002/005	10/20/0/	Invention	ssued	7716/86	887,371	Ventilation System For Stage Light instrument	4, /01,833	S G
7/16/2006	10/16/88	Invention	ssued	7/16/86	887,368	Light Pattern Generator	4,779,176	35
5/15/2006	1/24/89	invention	ssued	5/15/86	853,440	Color Wheel Assembly For Lighting Equipment	4,800,4/4	S
1/23/2009	102000	invention	Issued	69/57/1	07/300,300	Compact Variable Unitset For Use in A Luminaire	4,972,306	5
9/2//2000	112000	invention	Issued	4/22/00	07/248,225	Computer Controlled Lighting System With Distributed Processing	4,980,806	5 6
7710/2010	4/23/91	invention	issued	710/90	07/555,121	ConsolerLamp Unit Coordination And Communication in Lighting Systems	5,010,459	5
3/0/2010	12//18/	invention	issued	9/0/9/0	07/5/6,594	variable Cotor Lighting instrument	5,0/3,84/	5 6
12/16/2017	2/16/93	invention	issued	12/16/91	07/809,698	Lighting instrument With Movable Filters and Associated Actuation Mechanism	5,186,536	S
5102/8/9	5/17/3	invention	ISSUED	26/8/9	07/898,385	Computer Controlled Lighting System With Intelligent Data Distribution Network	5,209,560	S
11/18/2012	1/11/94	invention	Issued	11/18/92	07/978,267	Automated Truss Module	5,278,742	
4/30/2011	1/25/94	invention	Issued	4/30/91	07/693,366	High Intensity Lighting Projectors	5,282,121	; ;;
1/14/2011	4/26/94	invention	issued	1/14/91	07/641,031	Creating And Controlling Lighting Designs	5,307,295	. S
9/14/2013	//12/94	Invention	Issued	9/14/93	08/122,355	Computer Controlled Lighting System With Modular Control Resources	5,329,431	: S
6/1/2013	11/22/94	invention	ssued	6/1/93	08/070,489	Thermal Management Techniques For Lighting Instruments	5,367,444	S
1/10/2014	//11/95	nvention	issued	1/10/94	08/1/9,53/	Automated Truss Module With Deployment Mechanism	5,432,691	8
1//3/2012	10/3/95	Invention	issued	9/4/92	07/940,663	Storage And Transportation Trunk For Lighting Equipment	5,454,4//	S
6/15/2014	16///1	invention	Issued	6/15/94	08/259,998	Dimmer Blade	5,590,854	S
11/5/2013	6/1//9/	Invention	issued	11/5/93	08/14/,284	Modular Lamp Power Supply System	5,640,061	S
3-17-2015	3-17-98	Invention	issued	6/7/95	08/473,149	Laser Ablation Method For Making A Light Pattern Generator On A Transparent Substrate	5,728,994	S
6-2-2015	6-2-98	Invention	issued	6/7/95	08/487,199	High Intensity Lighting Projectors	5,758,956	S
6-23-2015	6-23-98	Invention	issued	6/7/95	08/237,262	Computer Comtrolled Lighting System With Distributed Control Resources	5,769,527	SU
8-23-2016	6-30-98	Invention	issued	8/23/96	08/702,785	Variable-Geometry Liquid-Filled Lens Apparatus And Method For Controlling The Energy Distribution Of A Light Beam	5,774,273	SU
8-25-2015	8-18-98	Invention	issued	6/19/96	08/666,106	Techniques For Controlling Remote Lamp Loads	5,798,619	SU
9-11-2017	10-20-98	Invention	issued	9-11-97	08/927,917	Cross-Fading Color Filter and System	5,825,548	SU
11-3-2015	11-3-98	Invention	issued	6/7/95	08/480,899	High Intensity Lighting Projectors	5,829,868	S
11/16/2015	3-16-99	Invention	issued	11/16/95	08/558,454	Compact Luminaire System	5,882,107	SU
9-30-2017	8-10-99	Invention	issued	9-30-97	08/941,172	Projection Gate Apparatus Having an Axially-Translatable Mount	5,934,794	S
9-17-2013	9-28-99	Invention	issued	9/17/96	08/714,963	A Light Pattern Generator Formed On A Transparent Substrate	5,959,758	S
5/5/2018	10-19-99	Invention	issued	5-5-98	09/072,703	Sequential Cross-Fading Color Filters and System	5,969,868	S
4/30/2011	1-04-2000	Invention	issued	12-12-97	08/995,506	High Intensity Lighting Projectors	6,011,640	S
3-31-2019	2-29-2000	Invention	issued	3-31-99	09/283141	Universal Power Module	6.031.749	SU
10-8-2017	4-4-2000	Invention	issued	10-8-97	08/946.824	Zoom Lens System Having imaging and Non-imaging Ranges	6,046,861	SS !
	9/5/2000	Invention	issued	2-17-98	09/025.084	Architectural Luminaires	6.113.252	SU
8/5/2017	9-26-2000	Invention	ssued	6-5-97	08/906.526	Online Device for Modifying the Angular and Spatial Distribution of Illuminating Energy	US 6 123 436	US
		Datent type		Filing date	Sorial No	THE	v Patent No	Countr
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Vari-Lite, Inc. Schedule A Patents

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Variable Color Lighting Instrument	Creating and Controlling Lighting Designs	Computer Controlled Lighting System with Intelligent Data Distribution Network	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	Thermal Management Techniques For Lighting Instruments	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Improved Light Source Having Automatically Variable Hue, Saturation and Beam Divergence	Light Pattern Generator	Variable Color Lighting Instrument	Lighting (risulatine mit mayeable filiets and Associated Astronomy in the international files)	Lighting both Managhia Filter and Associated Actuation Machanism	Computer Controlled Inhting System Having Automatically Variable Position, Color Intensity And Beam Divergence	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Improved Light Source Having Automatically Variable Hue, Saturation and Beam Divergence	Light Pattern Generator	Variable Color Lighting Instrument	Lighting instrument with Moveable Hittels and Associated Actuation Medianism	Collipties Colling Observational Accordance to Collipties Colling to Collipties Colling Observational Accordance to Collipties Colling	Computer Controlled Lighting Series Having Automatically Variable Position Color Intensity And Beam Divergence	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Improved Light Source Having Automatically Variable Hue, Saturation and Beam Divergence	Light Pattern Generator	Variable Color Lighting Instrument	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	Zoom Lens System Having Imaging and Non-Imaging Kanges	Sequential Cross-Fading Color Filters and System	Antipovenienia il Figi menistry Erginung Frojectora	Improvements in Link Highlight Children	Computer Controlled Lighting System with Distributed Control Resources	Techniques for Controlling Remote Lamp Loads	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity and Beam Divergence	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity and Beam Divergence	Improved Light Source Having Automatically Variable Hue, Saturation and Beam Divergence	Color Wheel Assembly for Lighting Equipment	Light Pattern Generator	Computer Controlled Lighting System with Distributed Processing	Compact Variable Diffuser for Use in a Luminaire	Variable Color Lighting Instrument	Controlling Lighting Designs	Computer Controlled Lighting System with intelligent Data Distribution Network	Community Disputation with the bloom with the bloom of Data Distriction Network	Lichting Instrument with Mayable Elibers and Associated Actuation Mechanism	Color Wheel Assembly for Lighting Equipment	Thermal Management Techniques for Lighting Instruments	Laser Ablation Method for Making a Light Pattern Generator on a Transparent Substrate	Exterior Architectural Luminaire	Compact Luminaire with Accessories (AR5 design2)	Compact Luminaire (AR5 design1)	Thermal Management Techniques for Lighting instruments	Laser Ablation Method for Making a Light Pattern Generator on a Transparent Substrate	Computer Controlled Lighting System Having Automatically variable Position, Color, intensity, And beam Divergence	Light Source Having Automatically Variable Hue, Saturation And Seam Unergenice	Light Pattern Generator	Variable Color Lighting instrument	Cignorig Instrument with investible Filter's and Associated Accusation mechanism	Compact Lummaile with Accessories (And besigns)	Compact Cummana (Ano Georgia)	Compared Limitories ABS designal.	Community Constraints Individually senses that Constraints and Individual Constraints and Ream Diverses and Constraints and Co	Light Course Having Automatically Variable Hue Saturation and Ream Divergence	Linet Pattern Generator	THE	
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Compact Luminaire with Accessories (AR5 design2)  Compact Luminaire with Accessories (AR5 design2)  Compact Luminaire (AR5 design1)	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence Lighting Control Console	Improved Light Source Having Automatically Variable Hue, Saturation and Beam Divergence	Color Wheel Assembly for Lighting Equipment	Computer Controlled Lighting System with Distributed Processing	Compact Variable Diffuser for Use in a Luminaire	Variable Color Lighting Instrument	Computer Controlled Lighting System with Intelligent Data Distribution Network Creating and Controlling Lighting Designs	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	Color Wheel Assembly for Lighting Equipment	Thermal Management Techniques For Lighting Instruments	Exterior Architectural Luminaire Laser Ablation Method for Making a Light Pattern Generator on a Transparent Substrate			Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Computer Controlled Lighting System Having Automatically Variable Position. Color Intensity. And Beam Divergence	Light Pattern Generator	Variable Color Lighting Instrument	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	Thermal Management Techniques For Lighting instruments	Exterior Architectural Luminaire	Compact Luminalite (AR5 design1)	Computer Controlled Etgrung System naving Automatically variable Position, Color, mensity, And beam Divergence Compact Limitiosise with Accessoriae (ABS designs)	Improved Light Source Having Automatically Variable Hue, Saturation and Beam Divergence	Light Pattern Generator	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	Variable Color Lighting Instrument	Lighting instrument with moveable Fitters and Associated Actuation Mechanism  Variable Calor Lighting Instrument	Improved Light Source Having Automatically Variable Hue, Saturation, and Beam Divergence	Lighting Instrument (VL8 Design)	_		Lighting Control Console	Typicate of the Impirate	Compact Luminaite with Accessories	Compact Luminaire	Lamp Head / Yoke Assembly	Compact Variable Diffuser for Use in a Luminaire	Laser Ablation Method for Making a Light Pattern Generator on a Transparent Substrate	Computer Controlled Lighting System Having Automatically Variable Position Color Intensity And Beam Divergence	Computer Controlled Lighting System Having Automatically Variable Position, Color Intensity And Beam Divergence	Improved Light Source Having System and Distriction and Beam Divergence	Constraints in Edward Edward Edward Constraints	Cylir Fawell Gelielald Color Wheel Assembly for Lichting Equipment	Color writer Asseniory or Lighting Equipment	Title Color (Albani Annombly for Linking Equipment
2072562 20765387 2056386	82301043.4 3082526	85307855.8 83117758.4	87101000.5	87106118.0 87106117.3	90100987.8	91114871.6	92308610.2	92306694	93250164.6	93305123.7	941904 94308162.0-2315	96 2987	96 2988	82301043.4	83112758.4	85307855.8	91114871.6	92306694	93305123.7	133.573	137.501	137 502	548.328	87106117.2	92306694	911148716	92306694	4893/85	400 04 003.6	G9312884.3	498 11 203.9	49903583.6	M94070951	M 96 U4 514.U	M 96 04 515.9	M9801745.4	90100987.8	94308162.0-2315	82301043.4	83112758.4	85307855.8	87106118.0	97501646	87106417.3	Serial No.
2-17-98 5/16/96 5/16/96	3/2/82	10/30/85	1/24/87	4/28/87	1/18/90	9/3/91	12/11/91	7-22-92	6/11/93	6/30/93	4/1/94 11/5/94	5/15/96	5/15/96	3/2/82	2/19/83	4/28/8/	9/3/91	7-22-92	6/30/93	10/13/94	5/16/96	2018108	10/29/85	4/28/87	7-22-92	9/3/91	0/3/01	10/24/85	4-17-2000	8/27/93	11-4-98	4-8-99	4/5/05 3/20/34	5/15/96	5/15/96	2-19-98	1/18/90	11/5/94	3/2/82	2/19/83	10/30/85	A/28/87	6/11/03	104/2/	Filing date
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Flood Light (VL8 Design)	Exterior Architectural Luminaire	Rotating Device for Floodlight	Linkhina Controlle	Turn Head Assembly (VI 7 design)	Adjustable Lamp	Adjustable Spot Luminaire	Compact Luminaire with Accessones (AKS design/)	Compact Luminaire (AKS design1)	Zoom Lens System Having Imaging and Non-imaging Kanges	Sequential Cross-Fading Color Filters and System	Improvements in High Intensity Lighting Projectors	Thermal Management Techniques For Lighting Instruments	Creating And Controlling Lighting Designs	Computer Controlled Lighting System With Intelligent Data Distribution Network	Laser Ablation Method For Making A Light Pattern Generator On A Transparent Substrate	Computer Comtrolled Lighting System With Distributed Control Resources	Techniques For Controlling Remote Lamp Loads	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence (pivoting dichioics)	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence (dichroic wheels)	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence (control system)	Light Pattern Generator	Color Wheel Assembly For Lighting Equipment	Light Source Having Automatically Variable Hue, Saturation And Beam Divergence	Compact Variable Diffuser For Use In A Luminaire	Computer Controlled Lighting System With Distributed Processing	Variable Color Lighting Instrument	inhing Instrument with Moveable Filters and Associated Actuation Mechanism	Color Wheel Assembly for Lighting Equipment	Computer Controlled Lighting System naving numerically Variable Position Color, Interiory, And Beam Divergence Committee Controlled Lighting System Having Automatically Variable Position Color Interiory, And Beam Divergence	Computer Controlled Lighting System Having Automatically Variable Position, Lobol, Interestry, And Bearin Diverseone Computer Controlled Lighting System Having Automatically Variable Position Color Intensity, And Bearin Diverseone Computer Controlled Lighting System Having Automatically Variable Position Color Intensity And Bearin Diverseone Computer Controlled Lighting System Having Automatically Variable Position Color Intensity, And Bearin Diverseone Computer Controlled Lighting System Having Automatically Variable Position Color Intensity, And Bearin Diverseone Computer Controlled Lighting System Having Automatically Variable Position Color Intensity, And Bearin Diverseone Computer Controlled Lighting System Having Automatically Variable Position Color Intensity, And Bearin Computer Color Intensity, And Bearing C	Computer Controlled Lighting System Having Automatically Visible Description Color, intensity, And Beam Livergence	Improved Light Source Having Automatically Variable Hue, Saturation and Beam Divergence	Light Pattern Generator	Variable Color Lighting Instrument	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	Improved I shirt Source Having Automatically Variable Hue Saturation and Beam Divergence	Variable Cook Lighting insturient	Lighting institution; with moveable fillers and Associated Acquaids wiechallish	Improved Light Source Having Automatically Vanable Hue, Saturation and Beam Divergence	Light Pattern Generator	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Improved Light Source Having Automatically Variable Hue, Saturation and Beam Divergence	Light Pattern Generator	Variable Color Lighting Instrument	Lighting Instrument with Moveable Fitters and Associated Actuation Mechanism	Light Determine (And Design)	Lamp Head Assembly (v.r. design)	Adjustable Lamb	Adjustable Lamp	Exterior Architectural Luminaire	Adjustable Spot Luminaire	Title	
2000-009812	9492/94	8589/1998	9440/99	32011/98	5982/93	50,004/04	30,004/90	14,200/30	14.286/96	2000 515200	344,161/1990	219,96//1993	26002400	258,14//1992	2/2,//5/1994	182,596/1996	28341/96	31,864/82	53,586/89	224,237/84	128,550/87	276,161/89	31,039/86	11,969/90	128,551/87	225,990/91	329,333/92	331,079/91		04001045.4	873010434	85307855.8	87106117.2	91114871.6	92306694	85307855.8	87106117.2	93114871.6	8530/855.8	87106117.2	82301043.4	83112758.4	85307855.8	87106117.2	91114871.6	92306694	87106117.2	2092255	2029455	2029499	2030212	2020040	Serial No.	
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Design	Design	Design	Design	Design	Design	Design	Design	Design	Design	invention	Invention	Invention	invention	Invention	invention	Invention	d Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	invention	Invention	Design	Design	Design	Design	Design	Patent type	
	10-24-97	10-22-99	3-10-2000	4-21-2000	11.8-95	11-8-95	12/8/95	4 2000	4-25-97									11/24/89	751/92	12/24/92	6/30/93	10/14/96	12/7/94	9/18/95	12/20/95	5/23/96	6/10/96	10-23-98	4/9/87	111000	11/12/86	4/14/93 8/16/80	12/20/91	7-24-96	2/28/96	4/14/93	12/20/91	7.24.96	30800	18/07/71	11/12/86	8/16/89	4/14/93	12/20/91	7-24-96	2/28/96	12/20/91		0.700	9/7/93	11/23/93	0 191		
	10-24-2012	10-22-2014	3/10/2015	4-20-2015	11-8-2010	11-8-2010	9/28/2014	4 25 2012	4-25-2012									3/2/2002	3/2/2002	3/2/2002	5/27/2007	3/6/2007	2/17/2006	1/23/2010	5/27/2007	9/5/2011	12/9/2012	3-6-2007	3/2/2002	3/2/2002	2007/8/02	3/19/2005	4/28/2007	9-3-2011	7/22/2012	10/30/2005	4/28/2007	9-3-2011	7/22/2012	4/28/2007	3/2/2002	2/19/2003	10/30/2005	4/28/2007	9-3-2011	7/22/2012	4/28/2007		0.71	9/4/2017	9/4/2017	10 4 08		

SCHEDULE B (Trademarks)

IO2078.DOC;3}

### Vari-Lite, Inc. Schedule B US Trademarks

		Electronic control console	9	1443-468 applied	Sn f	Virtuoso DX Imag US
4/687,56	6/12/95	Computer software and hardware for use in the connection with the	9	1443-4353 allowed	SU	VIRTUOSO
		lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41				
75/746703	7/8/99	stage lighting pattem or sequence of patterns in Cl. 9 Entertainment production services, namely the providing of sound,	4	1443-4597 applied	SU	VLPS
1,292,675	9/4/84	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired	9	1443-4175 registered	SU	VARI-LITE
1,563,102	10/31/89	Control Console for entertainment lighting systems in Cl. 9	9	1443-4177 registered	SU	ARTISAN
1,561,985	1/9/90	Stage lighting apparatus, namely intensity controls in Cl. 9 Stage Lighting equipment, namely automated luminaries, in Cl. 9	ပ (၁	1443-41/6 registered 1443-4178 registered	S S	VL2
	5	Withdrawn  Withdrawn	,			
11/30/94 1,544,578	11/30/94		1	1443-4043 registered	S	Design VARI-LITE
		"Concert Production Lighting" disclaimed.				PRODUCTION LIGHTING and
2,002,389	9/24/96	Lighting services in connection with concerts and theatres in Cl. 42.	42	2910-4004 registered	SU	CPL-CONCERT
		"Concert Production Lighting" disclaimed.		,		PRODUCTION
2,000,809	9/17/96	Lighting services in connection with concerts and theatres in Cl. 42.	42	2910-4001 registered	SU	CPL-CONCERT
1,982,461	6/25/96	Stage lighting equipment, namely, automated luminaries pending in	=	1443-4456 registered	SU	VL6
1,983,995	7/2/96	Stage lighting equipment, namely, automated luminaries pending in Cl. 11	=	1443-4455 registered	SU	VL5
1,988,387	7/23/96	Stage lighting equipment, namely, automated luminaries pending in Cl. 11	<del>_</del>	1443-4454 registered	S	VL4
1,988,384	7/23/96	Computer programs used for controlling stage lighting in Cl. 9	9	1443-4457 registered	S	VLQ
		system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 9. Architectural lighting system comprising light fixt				
2,074,939	7/1/97	Stage lighting system comprising a centralized computer controlled	9, 11	1443-4458 registered	SU	Design (Star)
Registrati on No.	Registrati Registrati on Date on No.	Description of Goods & Services	Class	Referenc Status	Country	Mark

VARI (Latin) JP  VARI (Latin) JP	VARI (Latin) JP		VARI (Katakana) JP  VARI (Katakana) JP	PRODUCTION LIGHTING AND DESIGN VARI DESIGN (Katakana) JP	PRODUCTION LIGHTING CPL-CONCERT GB	CPL-CONCERT GB							ARTISAN JP	AR I WAN IE		ARTISAN GB	ARTISAN DE	ARTISAN FR			ARTISAN BNL	ARTISAN AT	Mark Country	
1443-4326 1443-4326	1443-4326		1443-4327 1443-4327	1443-4328	2910-4003	2910-4002	1443-4094				1443-4096	1443-4095	1443-4093		_	1443-4088	1443-4089	1443-4100	1443-4087	1443-4086	1443-4085	1443-4084	/ Reference	
registered registered	registered	registered	registered registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	Status	
42 41	37	42	37	42	42	4	39	9	9	9	ဖ	ဖ ;	= =	<u>,</u> «	9	9	9	9	9		9	9	Class	:
Direction services, including programming and operation, of stage and studio lighting system; Rental and leasing of stage and studio lighting equipment in Cl. 41  Design services of stage and studio lighting system in Cl. 42	Installation and maintenance services of stage, arena display and architectural lighting equipment and of controls, parts and fittings therefor in Cl. 37	stage and studio lighting system; Rental and leasing of stage and studio lighting equipment in Cl. 41 Design services of stage and studio lighting system in Cl. 42	Installation and maintenance services of stage, arena display and architectural lighting equipment and of controls, parts and fittings therefor in Cl. 37  Direction services, including programming and operation, of	production and provision of personnel for operating such lighting" Cl. 42  Design services of stage and studio lighting system in Cl. 42	Cl. 41 "Rental of lighting for concerts, theatres and for stage	Lighting services in connection with concerts and theatres in	Control Console For Entertainment Lighting Systems in Cl. 39	Control console for lighting systems in Cl. 9	Control console for lighting systems in Cl. 9	"Stage lighting system" in Cl. 39	Control apparatus (electric) for lighting systems - Class 9	Control console for lighting systems in Cl. 9	Electric lamps and lighting apparatus Cl. 11	Control console for lighting systems in Cl. 9	Control console for lighting systems in Cl.9	Control console for lighting apparatus and instruments in Cl. 9		Control console for lighting systems - Class 9	Control console for lighting systems in Cl. 9	Control console for entertainment lighting systems	Electronic control console for lighting system in Cl. 9	Controls for lighting systems especially in form of control consoles and desks in Cl.9	Description of Goods & Services	
4/25/97 8/30/96	10/31/95	8/30/1996	10/31/95 4/25/97	11/29/96	7-17-95	7-17-95	7/22/93	7/21/89	10/12/90	6/29/90	7/28/88	7/10/92	12/22/94	10/16/01	7/28/90	8/31/90	7/19/89	11/24/88	6/5/92	10/26/90	9/1/89	6/8/89	n Date	Registratio
3,298,724 3,185,534	3,083,840	3,185,535	3,083,841 3,298,725	3,225,628	2,026,164	2,027,272	269,889	370,210	219,125	195,129	379/89	251,610	2,701,556	551 436	609/91	1,368,091	1,143,253	1,499,781	4769/1992	374,777	456,077	125,485	No.	Registration

VARI-LITE VARI-LITE	VARI-LITE	VARI-LITE	VARI-CUE (Katakana)	VARI LITE (Latin) Design		VARI*LITE (Latin) Design	VARI*LITE & Design	VARI*LITE & Design	VARI*LITE & Design	VARI*LITE & Design	VARI*LITE	VARI*LITE			VAR!*LITE	VARI*LITE		VARI*LITE	VARI*LITE		VARI*LITE		VARI*LITE	Mark (	
AT BNL	ΑU	AR	P	<b>5</b> 5	i	۵	×	×Χ	×	×	¥	₹			풎	GB		GB	DDR		Ë	l	문	Mark Country	
1443-4057 1443-4058	1443-4075	1443-4032	1443-4329	1443-4322		1443-4322	1443-4197	1443-4196	1443-4195	1443-4194	1443-4082	1443-4081			1443-4080	1443-4076		1443-4077	1443-4078		1443-42//			Reference	
registered registered	registered	registered	registered	registered		registered	registered	registered	registered	registered	registered	registered			registered	registered		registered	registered		registered	•	registered	Status	
9, 11	<b>9</b>	<del>1</del>	42	<u>42</u>	:	37	42	37	=	9	12	9			=======================================	=======================================		41	===		36 & 42		=	Class	
Stage lighting system in Cl. 11 Computer controlled equipment for remotely controlled light modules in Cl. 9 Stage lighting apparatus in Cl. 11	vapor lamps and sodium-vapor lamps" Stage lighting systems- Class 9 comprising centralized computer control system for remotely controlling light modules to provide a stage lighting pattern or sequence of patterns	All goods in cl. 11 except "electric incandescent lamps, straight and circular fluorescent tubes, halogenated lamps, mercury-	Design services of stage and studio lighting system in Cl. 42	stage and studio lighting system; Rental and leasing of stage and studio lighting system; Rental and leasing of stage and studio lighting equipment in Cl. 41  Design services of stage and studio lighting system in Cl. 42	and architectural lighting equipment and of controls, parts and fittings therefor in Cl. 37	Installation and maintenance services of stage, arena display	Cl. 42 Claims (Miscellaneous Leasing of Lighting Systems)	Cl. 37 Claims (Construction & Repair)	Cl. 11 Claims (Lighting Installations)	Cl. 9 Claims (Electrical Apparatus)	Leasing services for lighting equipment in Cl. 12	Stage lighting implements and other implements in Cl. 9	system for remotely controlling light modules to provide a desired lighting effect or sequence of effects in Cl. 11	ancillary equipment and a centralized computer controlled	Lighting luminaries and apparatus light modules, luminaries,	Apparatus and installations for lighting; stage lighting regulator, parts and fittings therefor in Cl. 11	equipment and of controls, parts and fittings therefore in Cl. 41 (VARI and LITE Disclaimed)	Rental of stage, arena, display and architectural lighting	Class 11	lighting apparatus Cl. 36 & 42	controlled stage lighting apparatus namely computer	system consisting of a plurality of lighting apparatus	Lighting apparatus, namely computer controlled stage lighting	Description of Goods & Services	
7/2/84 9/20/84	2/25/87	11/30/94	11/29/96	10/31/95		10/31/95	5/20/92	4/22/92	12/7/94	2/21/92	7/1/90	10/1/90			7/29/92	4/5/94		3/13/92	12/15/93		76/05/6		12/20/93	n Date	Registratio
106181 397964	404048	1544578	3,225,629	3,083,842		3,083,837	413,921	411,247	481,766	406,543	45,860	501,122			B3025/92	1,401,393		1,401,394	DD 653623		7021207		1,189,337	No.	Registration

VARI-LITE VARI-LITE VARI-LITE VARI-LITE	VARI-LITE VARI-LITE VARI-LITE VARI-LITE VARI-LITE	VARI-LITE VARI-LITE	VARI-LITE VARI-LITE VARI-LITE	VARI-LITE VARI-LITE	Mark Country VARI-LITE BR VARI-LITE CA
CTM KE	S S S S	SG PT	8 <del>-</del> 3	⊐ P	
1443-4399 1443-4400 1443-4401 1443-4580	1443-4069 1443-4072 1443-4472 1443-4073 1443-4074	1443-4071 1443-4321	1443-4062 1443-4067 1443-4070	1443-4060 registered	Reference Status 1443-4039 registered 1443-4059 registered
registered registered registered registered	registered registered registered registered registered	registered	registered registered registered	registered registered	
9 11 41	39 11 9 9	<b>= =</b>	9, 11 9, 11	9 <u>1</u>	Class 09.20/25/55
Stage lighting systems and installation with systems Stage lighting system in Cl. 9 Service Mark, Cl. 50 Service Mark, Cl. 11 Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41.	architectural lighting in Cl. 11 A stage lighting system in Cl. 39 Stage lighting system in Cl. 11 Stage lighting system in Cl. 9 Stage lighting system Class 9 Lighting Systems, in particular computer- controlled stage	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns Class 11  Lighting Apparatus Cl. 11 stage lighting apparatus and indepress stage lighting apparatus and indepress stage lighting apparatus.	Stage lighting system in Cl. 9 & 11 (Full Classes Claimed) Stage lighting system in Cl. 11 Lighting luminaries and apparatus including luminaries, ancillary equipment and a centralized computer- controlled system for remotely controlling the luminaries and apparatus to provide a desired lighting effect or sequence of effects in Cl.	co Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 11 Stage lighting system comprising a centralized computer controlled system. Cl. 9	Class Description of Goods & Services 09.20/25/55 Stage lighting system including stage lighting and computerized control system for remotely controlled lighting and outdoor and indoor architectural lighting Wares: Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns Services; Services of providing, by rental, computer-
3/15/2000	9/10/87 3/2/94 9/21/95 7/27/84 11/18/96	7/7/92 6/12/92	2/27/84 1/12/87 8/29/91	5/5/89 4/5/91	Registratio n Date 7/7/92
957274	145113 1,205,877 1,271,347 1,271,347 192247 430,782	251327 T92/04379B	1274610 459,770 146640	VR 01- 989/1989 111498	Registration No. 816099901

VARI-LITE (Latin)	VARI-LITE (Latin)	VARI-LITE KOREA (Hangul)	VARI-LITE KOREA	VARI-LITE (Katakana)	VARLITE (Katakana)	VARI-LITE (Hangul) VARI-LITE (Katakana)	VARI-LIIE	VARI-LITE	VARI-LITE	VARI-LITE	VARI-LITE
n) JP	n) JP	E) KR	A KR		<del>-</del>	₽ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	ET A		E A	m =	-LITE AU
1443-4183	1443-4068	1443-4332	1443-4331	1443-4325	1 <i>0</i> 03-0325 registered	1443-4069 1443-4325	1443-4385 registered	1443-4585	1443-4585	1443-4581	1443-4075
1443-4183 registered	registered	registered	registered	registered	registered	registered registered	registered	registered	registered	registered	registered
1	=	39	39	42	41	39 37	4	: =	ဖ	4	4
Electric lamps and lighting apparatus in Cl. 11	Electric lamps and lighting apparatus, computers; and rotating electrical machinery and electrical distribution or control machinery and implements in Cl. 11	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns	stage and studio lighting system; Rental and leasing of stage and studio lighting equipment in Cl. 41  Design services of stage and studio lighting system in Cl. 42	and architectural lighting equipment and of controls, parts and fittings therefor in Cl. 37  Direction services including programming and operation of	"Stage lighting systems" in Cl. 39 Installation and maintenance services of stage, arena display	Entertainment production services – namely the providing or sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 11.	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 9.	Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41
1/29/82	4/30/92	1/5/94	1/5/94	8/30/1996	4/25/97	7/22/93 10/31/95	0007/61/1	4/22/2000	2/29/2000	11/4/1999	4/30/99
1,495,473-2	2,403,968	282,733	282,732	3,185,533	3 798 773	269890 3,083,839	23,137	22,711	23,932	122,207	772,380

VARI-LITE	VARI-LITE	VARI-CUE (Katakana)	VARI*LITE	Mark VARI DESIGN (Katakana)	YLP8	VLPS	VARI-LITE (Latin & Katakana) VLPS	VARI-LITE (Latin)	VARI-LITE (Latin)	Mark VARI-LITE (Latin)
СТМ	SG	ط م	m	Mark Country kana) JP	م	F	A A	þ	<del>'</del>	Mark Country Latin) JP
1443-4492	1443-4201	1443-4329	1443-4066	Reference 1443-4328	1443-4594	1443-4593	1443-4182 1443-4588	1443-4324	1443-4324	Reference 1443-4324
pending	pending	pending	pending	Status pending	registered	registered	registered registered	registered	registered	Status registered
9, 11, 41	4	41	=	Class 41	4	41	4 =	42	4	Class 37
Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 9. Stage lighting system and electrical lighting devices	Rental of stage, arena, display and architectural lighting equipment and controls, parts and fittings therefore, all included in Class 41	Direction services, including programming and operation, of stage and studio lighting system; Rental and leasing of stage and studio lighting equipment in CLA1	Apparatus and installations for lighting; Stage lighting apparatus, instruments and regulators; parts and fittings for all the aforesaid poods in Cl. 11	Description of Goods & Services  Direction services, including programming and operation, of stage and studio lighting system; Rental and leasing of stage and studio lighting system; Rental and leasing of stage	1) Leasing (and rental) of stage lighting equipment, and sound reproduction and amplification equipment; 2) leasing (and rental) of equipment for special effects such as lasers, equipment for setting off fireworks, fountains and the like (fou	Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	Electric lamps and lighting apparatus in Cl. 11 Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	Design services of stage and studio lighting system in Cl. 42	Direction services, including programming and operation, of stage and studio lighting system; Rental and leasing of stage and studio lighting equipment in Cl. 41	Description of Goods & Services Installation and maintenance services of stage, arena display and architectural lighting equipment and of controls, parts and
4/1/96	2/12/92	9/29/92	12/22/94	Appl. Date 9/29/92	9/29/2000	11/4/1999	4/30/99	8/30/96	4/25/97	Registratio n Date 10/31/95
140,988	956/92	235,428/1992	94/7889	Appl. No. 235,421/1992	4,420,880	122,208	721,413-2 772,381	3,185,532	3,298,722	Registration No. 3,083,838

VARI-LITE RU 1:	VARI-LITE IN 1.	VARI-LITE CN 1:	VARI-LITE JP 1:	VARI-LITE CA 1	VARI-LITE BR 1	VARI-LITE AR 1	VARI-LITE IL 1	Mark Country Reference VAR1-LITE IL 1443-4521
1443-4584	1443-4583	1443-4494	1443-4324	1443-4059	1443-4039	1443-4032	1443-4520	•
allowed	applied	applied	applied	applied	pending	pending	pending	Status pending
9, 11 & 41	9 & 11	9, 11 & 41	<u>4</u>	4	40.20	4	⇉	Class 9
Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 9. Stage lighting system comprising a centralized comp	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 9. Stage lighting system comprising a centralized comp	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 9. Stage lighting system comprising a centralized comp	of equipment for lighting and sound reproduction and amplification in Cl. 41  1) Leasing (and rental) of stage lighting equipment, and sound reproduction and amplification equipment; 2) leasing (and rental) of equipment for special effects such as lasers, equipment for setting off fireworks, fountains and the like (fou	Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others	amplification in Cl. 41.  Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification In Cl. 40.20 - leasing equipment & Cl. 41.20 - pr	Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and	Architechtural lighting system comprising light fixtures and a computer control therefor in Cl. 11	Description of Goods & Services Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns
9/4/1998					10/27/1998	9/14/98	3/23/97	Registratio n Date 3/23/97
98714982			78,762/1998		821166883	2,175,384	111,281	Registration No. 111,280

VLPS CN	VLPS CA	VLPS BR	_	VIRTUOSO GB	VARI-LITE (Katakana) JP	VARI-LITE (in Chinese CN characters)	Mark Country VARI-LITE BR
N 1443-4591 N 1443-4592	A 1443-4590	R 1443-4589		B 1443-4473	1443-4325	N 1443-4495	ntry Reference R 1443-4039
591 applied	590 applied	589 pending		473 pending	325 applied	495 pending	nce Status 039 pending
lied lied	lied		ding		lied		
41 41		40.20 & 40.20 &		9, 42	4	9, 11 & 41	Class 41.20/40
Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41  Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	of equipment for lighting and sound reproduction and amplification in Cl. 41 Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	Entertainment production services — namely the providing or sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41  Entertainment production services — namely the providing of sound, lights, staging and special effects; the leasing to others	Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	Cl. 9, Goods 42 Computer Software design and consultancy, leasing services for computer software and hardware; all relating to the programming and operation of stage lights	1) Leasing (and rental) of stage lighting equipment, and sound reproduction and amplification equipment; 2) leasing (and rental) of equipment for special effects such as lasers, equipment for setting off fireworks, fountains and the like (fou	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in CI. 9. Stage lighting system comprising a centralized comp	Description of Goods & Services Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification In Cl. 40.20 - leasing equipment & Cl. 41.20 - pr
		10/27/1998	9/8/98	12/12/95		12/10/1998	Registratio n Date 10/27/1998
		2,173,363 10/27/1998 821166905 & 891	924,167	2,048,329	78,763/1998	9800139245	Registration No. 821166913

VLPS		<b>VLPS</b>	Mark
ΑE		R C	Country
1443-4596		VLPS RU 1443-4595	Mark Country Reference
pending		applied	Status
41		41	Class
Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	Entertainment production services - namely the providing of	Description of Goods & Services
3/4/99			Registratio n Date
30,638		98/714,982	Registratio Registration n Date No.

# SCHEDULE C (License Agreements)

{SNO2078.DOC;3}

Vari-Lite, Inc. Schedule C Licenses

The Company has entered into agreements to license certain intellectual property under the following agreements:

License Agreement, dated as of October 30, 1998, by and between Vari-Lite, Inc. and Electronic Theatre Controls, Inc

Settlement Agreement, dated as of December 10, 1998, by and between Vari-Lite, Inc. and High End Systems, Inc.

(Note: Settlement agreement is pending completion of the documentation and receipt of payment) Settlement Agreement, dated as of January 2, 2001, by and between Vari-Lite, Inc. and Clay Paky, S.p.A. and Coemar S.p.A.

Settlement Agreement, Dated August 31, 2000, by and between Vari-Lite, Inc. and Martin Gruppen A/S and Martin Professional A/S

License Agreement, dated December 10, 1998, by and between Disney Enterprises, Inc. and Vari-Lite International, Inc.

#### EXHIBIT 1

### ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Vari-Lite, Inc., of the State of Delaware, having a place of "Assignor"), has adopted and used and is use the Annex hereto, and is the owner of the for such Trademarks in the United States Pa and	business at 201 Re sing the trademark registrations of an	egal Row, Dallas, T is (the "Trademark d pending registrat	exas 75247 (the 'exas 75247 on identified on its ion applications
WHEREAS.		a	organized and
WHEREAS, existing under the laws of the State of	of,	having a place	of business at
Trademarks and the registrations thereof and	tne Assignee), d registration appli	is desirous of cations therefor;	acquiring the
NOW, THEREFORE, for go hereby acknowledged, the Assignor does he right, title and interest in and to the Tracegistration applications for the Trademarks associated with the Trademarks and the registor, and the right to profits or damages due and all past, present or future infringements or the registrations thereof or such associate	dereby assign, sell demarks, together s, (b) the goodwill istrations thereof, a or accrued arising or dilution of or d	and transfer unto a with (a) the regis of the business syr and (c) the right to g out of or in conn	the Assignee all strations of and nbolized by and sue and recover ection with, any
This Assignment of Tradema take effect as a sealed instrument at such tin inserting its name in the second paragraph of Trademarks and Service Marks (U.S.) bel	me as the Assigned above and signing	e shall complete the	is instrument by
IN WITNESS WHEREOF, executed this assignment, as an instrument u		<del>-</del>	
	VARI-LITE, INC	<u>.</u>	
	Name: Jerome L. Title: Vice Presid	Trojan III ent-Finance and Cl	FO

{SNO2078.DOC;3}

•	•	ing assignment nerefor by the A			_		
			[Assig	gnee]		·	
			Ву: _		 		
			Title				

STATE OF OHIO	)
COUNTY OF CUYAHOGA	) ss: )
the person who signed this instru	ay of December, 2000, before me appeared Jerome L. trojan III, ment, who acknowledged that he is the Vice President-Finance nat being duly authorized (s)he signed such instrument as a free
	Notary Public
[Seal}	My commission expires:

#### **ANNEX**

Trademark

Registrations--

or

United States Patent and Trademark Office

Service Mark

Registration No.

Registration Date

[List chronologically in ascending numerical order]

Trademark

Registrations--

or

United States Patent and Trademark Office

Service Mark

Serial No. Filing Date

[List chronologically in ascending numerical order]

{SNO2078.DOC;3}

#### **EXHIBIT 2**

### ASSIGNMENT OF PATENTS (U.S.)

laws of the State of Delaware, having a place (the "Assignor"), has adopted and used and Annex hereto, and is the owner of the regi	NC., a corporation organized and existing under the ce of business at 201 Regal Row, Dallas, Texas 75247 is using the patents (the "Patents") identified on the strations of and pending registration applications for Trademark Office identified on such Annex; and
WHEREAS,	, a organized and of, having a place of business at
	of, having a place of business at he "Assignee"), is desirous of acquiring the Patents
and the registrations thereof and registration	· ·
hereby acknowledged, the Assignor does heright, title and interest in and to the Patents, applications for the Patents, (b) the goodwithe Patents and the registrations thereof, and profits or damages due or accrued arising of	ood and valuable consideration, receipt of which is hereby assign, sell and transfer unto the Assignee all together with (a) the registrations of and registration ll of the business symbolized by and associated with d (c) the right to sue and recover for, and the right to but of or in connection with, any and all past, present damage or injury to the Patents or the registrations
instrument at such time as the Assignee sha	(U.S.) is intended to and shall take effect as a sealed all complete this instrument by inserting its name in its acceptance of this Assignment of Patents (U.S.)
	the Assignor, by its duly authorized officer, has under seal, on this 29th day of December, 2000.
	VARI-LITE, INC.
	Name: Jerome L. Trojan III
	Title: Vice President-Finance and CFO

{SNO2078.DOC;3}

at of the Patents and the registration thereof and Assignor to the Assignee is hereby accepted as of the
[Assignee]
By:
Title:

STATE OF OHIO	)
COUNTY OF CUYAHOGA	) ss: )
the person who signed this instrum	of December, 2000, before me appeared Jerome L. Trojan III ent, who acknowledged that he is the Vice President-Finance being duly authorized he signed such instrument as a free act
	Notary Public
[Seal}	My commission expires:

#### **ANNEX**

United States Patent and Trademark Office

Registration No.

Registration Date

[List chronologically in ascending numerical order]

Registrations--

United States Patent and Trademark Office

Serial No.

Filing Date

[List chronologically in ascending numerical order]

{SNO2078.DOC;3}

<u>Patents</u>

**Patents** 

TRADEMARK
RECORDED: 03/26/2001 REEL: 002268 FRAME: 0380