

06-19-2002



102126925

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

**Panavision Inc.**

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State (DE)  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: May 7, 2002

## 2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 2558City: Houston State: TX ZIP: 77252

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other New York banking corporation

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

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

## A. Trademark Application No.(s)

76/198,591 ; 76/067,903

## B. Trademark Registration No.(s)

2,358,355 ; 2,129,431Additional numbers attached? ☐ Yes ☒ No

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

Name: Robyn Rahbar, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: NY ZIP: 100176. Total number of applications and registrations involved: 4

## 7. Total fee (37 CFR 3.41): ..... \$115.00

- ☐ Enclosed  
☒ Authorized to be charged to credit card

## 8. Deposit account number: \_\_\_\_\_

06/19/2002 DBYME 00000201 76198591

DO NOT USE THIS SPACE

FC:401  
FC:40240.00 OP  
75.00 OPRobyn Rahbar, Esq.  
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks, Box Assignments  
 Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002527 FRAME: 0555**

GRANT OF SECURITY INTEREST  
IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

("Agreement"), dated as of May 7, 2002 is made by Panavision Inc., a Delaware corporation, (the "Grantor"), in favor of JPMorgan Chase Bank (formerly The Chase Manhattan Bank), a New York banking corporation, as administrative agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 28, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Lenders, Chase Securities Inc., as advisor and arranger, and Credit Suisse First Boston, as documentation agent for the Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of June 4, 1998, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of the Guarantee and Collateral Agreement;

WHEREAS, the Guarantee and Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 8, 1998 at Reel 1784 and Frame 0070;

WHEREAS, pursuant to Section 3 of the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including all Trademarks "now owned or at any time hereafter acquired" by the Grantor;

WHEREAS, after the execution of the Guarantee and Collateral Agreement, additional Trademarks (including those set forth in Schedule A hereto) have been acquired by the Grantor;

WHEREAS, pursuant to the foregoing, the Grantor has duly authorized the execution and delivery of this Grant of Security Interest in Trademark Rights;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and, effective upon demand made upon the occurrence and during the continuance of an Event of Default, assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations, provided that with respect to any application for a Trademark that may be deemed invalidated, canceled or abandoned due to such assignment, transfer and conveyance to the Agent during the occurrence or continuance of an Event of Default, Grantor agrees to take all necessary actions and execute all necessary agreements to enable Agent to realize benefits equivalent to such assignment, transfer and conveyance without causing such invalidation, cancellation or abandonment.


SECTION 3. Purpose. This Agreement has been executed and delivered by 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 Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PANAVISION INC.

By:   
Name: KEN KRAINMAN  
Title: ASST. SECRETARY

JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

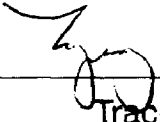
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PANAVISION INC.

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name: Tracey Navin Ewing  
Title: Vice President

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles } SS.

On

Date

before me

personally appeared

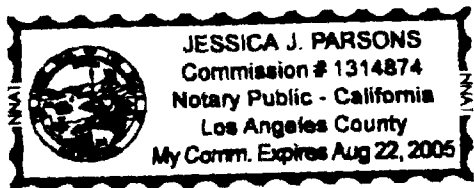
May 14, 2002 Jessica Parsons Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Ken Krainman  
Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Jessica Parsons  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

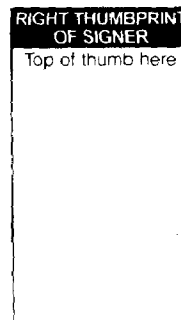
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_


Signer Is Representing: \_\_\_\_\_



STATE OF New York )  
 ) ss  
COUNTY OF Queens

On the 9<sup>th</sup> day of May, 2002, before me personally came

TRACEY EWING, who is personally known to me to be the VICE PRESIDENT of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/~~he~~ is the VICE PRESIDENT in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

RENEE R. GOLDSTEIN  
Notary Public, State of New York  
No. 01GO6004274  
Qualified in Queens County  
Commission Expires 03/23/06

(PLACE STAMP AND SEAL ABOVE)

# **SCHEDULE A**

## **Trademarks of Panavision Inc.**

**(Dated as of April 1, 2002)**

<b>Mark</b>	<b>Trademark Registration or Serial Number</b>
PANACINEA	Serial No. 76198591 (Pending)
SMARTLENS	Serial No. 76067903 (Pending)
PRIMO MACRO ZOOM	Reg. No. 2358355 Serial No. 75474821
MILLENNIUM	Reg. No. 2129431 Serial No. 75091167