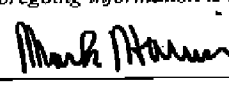


Form PTO-1564
08/31/92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Samuelson Film Service London Ltd. The Old House, Shepperton Studios, Studios Road, Shepperton, Middlesex, TW17 0QD</p> <p><input checked="" type="checkbox"/> Limited Liability Company – United Kingdom</p> <p><input type="checkbox"/> Individual(s)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Panavision Europe Limited The Old House, Shepperton Studios, Studios Road, Shepperton, Middlesex, TW17 0QD</p> <p><input checked="" type="checkbox"/> Limited Liability Company - United Kingdom</p> <p><input type="checkbox"/> Individual(s)</p> <p><input type="checkbox"/> Public Limited Liability Company</p> <p><input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment) Additional names(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment</p> <p><input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement</p> <p><input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>Execution Date: January 30, 2003</p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark registration No.(s):</p> <p>1,211,348</p> <p>860,048</p> <p>2,393,828</p> <p>1,901,320</p> <p>2,293,126</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and Address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Mark B. Harrison, Esq.</p> <p>Internal Address: VENABLE</p> <p>Street Address: P.O. Box 34385 Washington, D.C. 20043</p>	<p>6. Total number of applications involved: <u>5</u></p>
	<p>7. Total fee (37 CFR 3.41) \$140.00</p> <p><input checked="" type="checkbox"/> Authorization is granted to deduct the above-referenced fee from our Deposit Account.</p>
	<p>8. Deposit account number: 22-0261</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
DO NOT USE THIS SPACE	
<p>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.</p> <p>Mark B. Harrison, Esq.  <u>2/6/03</u></p> <p>Name of Person Signing Signature Date</p> <p>Total number of pages comprising cover sheet:</p> <p>31916-140342</p>	

ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the *30th* day of *January* 2003

BETWEEN

- (1) Samuelson Film Service London Limited (in Members' Voluntary Liquidation) of The Old House, Shepperton Studios, Studios Road, Shepperton, Middlesex TW17 0QD (formerly of 21 Derby Road, Metropolitan Centre, Greenford, Middlesex UB6 8UJ) ("the Assignor")
- (2) David John Pallen of Becket House, 1 Lambeth Palace Road, London SE1 7EU the liquidator of the Assignor ("the Liquidator") and
- (3) Panavision Europe Limited of The Old House, Shepperton Studios, Studios Road, Shepperton, Middlesex, TW17 0QD ("the Assignee").

WHEREAS

- 1) By a resolution duly passed at a meeting of the Assignor held on 22 December 1997, it was resolved that the business of the Company should be transferred to Panavision Europe Limited.
- 2) By a resolution duly passed at an Extraordinary General Meeting of the Assignor held on 26 May 1999 it was resolved that the Assignor should be wound up and that the Liquidator should be appointed liquidator for the purposes of such winding up.
- 3) The Assignor is the proprietor of the Trade Marks, short particulars of which are set forth in the Schedule hereto ("the Trade Marks").
- 4) The Assignor acting by the Liquidator has agreed to assign the Trade Marks to the Assignee upon the terms hereinafter appearing.

NOW THIS DEED WITNESSETH that:

1. The Assignor acting by the Liquidator HEREBY ASSIGNS to the Assignee with full title guarantee and the Assignee accepts all the property rights, title and interest in the Trade Marks and all rights, powers, liberties and Immunities conferred on the registered proprietor of the Trade Marks free of all liens, charges and encumbrances and including the good will associated with the marks, and the right to conduct business under the marks, and the right to sue for damages and other remedies in respect of any infringement of the Trade Marks which may have occurred prior to the date hereof **TO HOLD** the same unto the Assignee absolutely.

2. The Liquidator covenants with the Assignee that he has not done or knowingly suffered or been party or privy to any act or thing whereby the Assignor is prevented from assigning the Trade Marks to the Assignee.
3. The Liquidator undertakes on behalf of the Assignor to do such acts or execute such documents at the expense of the Assignor as may be necessary to perfect the title of the Assignee to the Trade Marks.
4. The Liquidator, his firm, his partners and employees shall incur no personal liability under, or by virtue of, this Assignment, nor in relation to any related matter or claim howsoever, whenever, and wherever arising, and whether such claim is formulated in contract and/or tort or by reference to any other remedy or right, and in whatever jurisdiction or forum. In particular the Liquidator shall not be liable on any deed or document executed with a view, or for the purpose, of putting the terms of this Assignment into effect whether or not such deed or document so provides and the Liquidator shall be entitled at any time to have any such deeds or documents amended to include an exclusion of personal liability in the above terms.
5. This assignment shall be subject to English law and the parties submit to the exclusive jurisdiction of the English courts.

THE SCHEDULE

a) Benelux Trade Mark Registrations

Registration No.	Mark	Classes	Goods
604010	SAMCINE	41	Class 41: Entertainment; rental of audio and audio-visual appliances; rental of video, sound and television appearances and recording apparatus and machines; hiring of stage decorations; rental of lighting for television and of movie decors; rental of lighting for film production, theatre productions and concert productions; rental of parts and accessories for such products; rental of cinematographic cameras for photographic and cinematographic purposes; rentals of televisions cameras; rental of video cameras; rental of intraocular prostheses for photographic, cinematographic, televisions and videocamera; rental of parts and accessories for such products.

b) Australian Trade Mark Registrations

Registration No.	Mark	Classes	Goods
561363	SAMMY'S	42	Class 42: Rental of cameras for photographic or cinematographic use; rental of television cameras; rental of parts and fittings for all the aforesaid goods; all being services included in Class 42
561860	SAMMY'S	41	Class 41: Entertainment services relating to the television, video, film and theatre industries; rental of audio and audio-visual apparatus and equipment; rental of video, sound and television replaying and recording apparatus and equipment; rental of stage sets; rental of lighting for use on television and film sets; rental of parts and fittings for all the aforesaid goods being rental services in Class 41; all included in Class 41.
727962	<i>Sammy's</i>	41 & 42	Class 41: Entertainment services; rental of audio and audio-visual apparatus and equipment; rental of video, sound and television replaying and recording apparatus and equipment; rental of stage sets; rental of lighting for use on television and film sets; rental of lighting for film productions, theatre production concert production; rental of parts and fittings for all the aforesaid goods. Class 42: Rental of cameras for photographic or cinematographic use; rental of television cameras; rental of lenses for photographic, cinematographic, television and video cameras; rental of parts and fittings for all the aforesaid goods.
733390	SamDVAP	9	Class 9: Image processing apparatus; video editing apparatus; computer software.

c) Canadian Trade Mark Registrations

Registration No.	Mark	Classes	Goods
253933	SAMCINE	9	Class 9: Apparatus and instruments for use in cinematography and television and parts and fittings therefor. Cinematographic apparatus and instruments.

d) Community Trade Mark Registrations

Registration No.	Mark	Classes	Goods
5249	SAMCINE	41 & 42	<p>Class 41: Entertainment services; rental of audio and audio-visual apparatus and equipment; rental of video, sound and television replaying and recording apparatus and equipment; rental of stage sets; rental of lighting for use on television and film sets; rental of lighting for film productions, theatre production and concert production; rental of cameras for cinematographic use; rental of television cameras; rental of video cameras; rental of lenses for cinematographic, television and video cameras; rental of parts and fittings for all the aforesaid goods.</p> <p>Class 42: Rental of cameras for photographic use; rental of parts and fittings for all the aforesaid goods.</p>
5264	SAMMY'S	41 & 42	<p>Class 41: Entertainment services; rental of audio and audio-visual apparatus and equipment; rental of video, sound and television replaying and recording apparatus and equipment; rental of stage sets; rental of lighting for use on television and film sets; rental of lighting for film productions, theatre production and concert production; rental of cameras for cinematographic use; rental of television cameras; rental of video cameras; rental of lenses for cinematographic, television and video cameras; rental of parts and fittings for all the aforesaid goods.</p> <p>Class 42: Rental of cameras for photographic use; rental of parts and fittings for the aforesaid goods.</p>
529057	SamDVAP	9	Class 9: Image processing apparatus; video editing apparatus; computer software.
614446	Sammy's	41 & 42	<p>Class 41: Entertainment services; rental of audio and audio-visual apparatus and equipment; rental of video, sound and television replaying and recording apparatus and equipment; rental of stage sets; rental of lighting for use on television and film sets; rental of lighting for film productions, theatre production and concert production, rental of parts and fittings for all the aforesaid goods.</p> <p>Class 42: Rental of cameras for photographic or cinematographic use; rental of television cameras; rental of video cameras; rental of lenses for photographic, cinematographic, television and video cameras; rental of parts and fittings for all the aforesaid goods.</p>

e) **New Zealand Trade Mark Registrations**

Registration No.	Mark	Classes	Goods
276031	SamDVap	9	Class 9: Image processing apparatus; video editing apparatus; computer software.

f) **United Kingdom Trade Mark Registrations**

Registration No.	Mark	Classes	Goods
887499	SAMCINE	9	Class 9: Cinematographic apparatus and instruments
1144262	LOUMA	7	Class 7: Hoists, mechanical handling booms and cranes, all for use with cameras; parts and fittings included in Class 7 for all the aforesaid goods.
2032130	SAMCINE	41. 42	Class 41: Rental of audio-visual apparatus and equipment; rental of video, sound and television replaying and recording apparatus and equipment; rental of parts and fittings for all the aforesaid goods. Class 42: Rental of cameras and lenses for photographic or cinematographic use; rental of television cameras and lenses; rental of video cameras and lenses; rental of parts and fittings for all the aforesaid goods.
1389435	SAMMY'S	42	Class 42: Rental of cameras for photographic or cinematographic use; rental of television cameras; rental of video cameras; rental of parts and fittings for all the aforesaid goods; all included in Class 42
1288919	SAMMY'S	41	Class 41: Entertainment services; rental of audio and audio-visual apparatus and equipment; rental of video, sound and television replaying and recording apparatus and equipment; rental of stage sets; rental of lighting for use on television and film sets; rental of parts and fittings for all the aforesaid goods; all included in Class 41.

g) United States Trade Mark Registrations

Registration No.	Mark	Classes	Goods
1211348	LOUMA	9	Class 9: Crane for mounting cinematographic apparatus and instruments.
860048	SAMCINE	9	Class 9: Cinematographic apparatus and instruments - namely, supports and accessories for cinematograph cameras, (anti-vibration mountings, stabilized platforms, batteries and power units, battery chargers, TV viewfinder systems for cinematograph cameras, accessories for sound recording and reproduction equipment, editing equipment and accessories, specialized vehicles for cinematographic reproduction, and helicopter mountings for cinematographic cameras).
2393828	SAMDVAP	9	Class 9: Image processing and video editing equipment, namely, studio production equipment for manipulating images; computer software for manipulating video images for use in studio production equipment.
1901320	SAMMY'S	41	Class 41: Entertainment services; namely, rental of audio and audio-visual apparatus and equipment; rental of video, sound and television replaying and recording apparatus and equipment; rental of stage sets; rental of lighting equipment for film production, theatre production and concert production; rental of lighting for use on television and film sets; rental of cameras for photographic or cinematographic use; rental of television cameras; rental of video cameras; rental of parts and fittings for all the aforesaid goods, in Class 41.
2293126	<i>Sammy's</i>	41	Entertainment services; namely, rental of audio and audio-visual apparatus and equipment; rental of video, sound and television replaying and recording apparatus and equipment; rental of stage sets; rental of lighting equipment for film production, theatre production and concert production; rental of lighting for use on television and film sets; rental of cameras for photographic or cinematographic use; rental of television cameras rental of video cameras; rental of lenses for photographic, cinematographic, television and video cameras; rental of parts and fittings for all the aforesaid goods, in Class 41.

IN WITNESS whereof the Liquidator has duly executed this deed on behalf of Samuelson Film Service London Limited and so as to give effect to the covenants on the part of the Liquidator herein contained and the Assignee has executed this deed the day and year first before written.

EXECUTED as a deed by Samuelson Film Service London Limited (in Members' Voluntary Liquidation) acting by the Liquidator

[Handwritten mark]

in the presence of

E. Biles
ERNST + YOUNG LLP, BECKET HOUSE, 1 LAMBETH PALACE ROAD, LONDON SE1 7EU

EXECUTED as a deed by the Liquidator

[Handwritten mark]

in the presence of

E. Biles
ERNST + YOUNG LLP, BECKET HOUSE, 1 LAMBETH PALACE ROAD, LONDON SE1 7EU.

EXECUTED as a deed by Panavision Europe Limited

Director

J. Allen

Director/Secretary

[Handwritten signature]

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Panavision Europe Limited (by assignment)

- 1. Registration No. 1,211,348 LOUMA
- 2. Registration No. 860,048 SAMCINE
- 3. Registration No. 2,393,828 SAMDVAP
- 4. Registration No. 1,901,320 SAMMY'S
- 5. Registration No. 2,293,126 SAMMY'S and design

POWER OF ATTORNEY

All prior Powers of Attorney are hereby revoked, and Registrant hereby appoints as attorney Mark B. Harrison, Janet Satterthwaite, Marcia A. Auberger, Jacqueline Patt and Andrew D. Price, each a member of the Bar of the District of Columbia and/or Virginia and/or New York, and having his offices and post office address at Suite 1000, 1201 New York Avenue, N.W., Washington, D.C. 20005, Telephone (202) 962-4800, Telefax (202) 962-8300, to prosecute this application to register, and to transact all business in the Patent and Trademark Office in connection therewith, and to receive all documents, including the certificate of registration.

The U.S. attorneys named herein are hereby authorized to accept and follow instructions from the applicant's domestic attorney or patent or trademark attorney or agent, as to any action to be taken or not taken in the U. S. Patent and Trademark Office regarding this application, without direct communication between the U.S. attorneys and applicant. In the event of a change in the person(s) from whom instructions may be taken, the U.S. Attorneys named herein will be so notified by applicant.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Registrant hereby appoints Mark B. Harrison, Janet Satterthwaite, Marcia Auberger, Jacqueline Patt and Andrew Price, each a member of the Bar of the District of Columbia and/or Maryland, and having his/her offices and post office address at Suite 1000, 1201 New York Avenue, N.W., Washington, D.C. 20005, Telephone (202) 962-4800, Telefax (202) 962-8300 as Applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

DESIGNATION OF CORRESPONDENCE ADDRESS

Send all notices, official letters, documents and other correspondence concerning this application to: Mark Harrison, VENABLE, P.O. Box 34385, Washington, D.C. 20005.

Panavision Europe Limited

By: *N.E. Hurdle* X

Name: *N.E. Hurdle* X

Title: *Director / Co. Secretary* X

Dated: