

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, as Administrative Agent	The Chase Manhattan Bank	01/16/2004	New York Banking Corporation:

RECEIVING PARTY DATA

Name:	Panavision Inc.
Street Address:	6219 DeSoto Avenue
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91567
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2129431	MILLENNIUM

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: KSolomon@stblaw.com

Correspondent Name: Alison J. Winick, Esq.

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ATTORNEY DOCKET NUMBER:

509265/0550

NAME OF SUBMITTER:

Kimberly Solomon

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of January 16, 2004, from JPMorgan Chase Bank (formerly The Chase Manhattan Bank), a New York banking corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Panavision Inc. ("Panavision"), a Delaware corporation with its principal place of business located at 6219 DeSoto Avenue, Woodland Hills, California 91567, as well as to Keepco I, Inc., a Delaware corporation, Keepco II, Inc., a Delaware corporation, Victor Duncan, Inc., a Michigan corporation, Panavision International, L.P., a Delaware corporation, Panavision U.K. Holdings, Inc., a Delaware corporation, and Panavision Remote Systems, Inc., a California corporation, where appropriate (collectively, "Panavision et al.").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 4, 1998, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of May 7, 2002, among the Agent and Panavision (the "Security Agreement"), where Panavision, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral; and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 19, 2002, at Reel 2527 and Frame 0555, respectively; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark listed on Schedule A (the "Scheduled Trademark");

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Scheduled Trademark pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, the Scheduled Trademark). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interests. The Agent hereby terminates, releases and discharges its Security Interest in the Scheduled Trademark, and any right, title or interest of the

Agent in such Scheduled Trademark shall hereby cease and become void. For the avoidance of doubt, the Agent's Security Interests in all Trademark Collateral other than the Scheduled Trademark are in full force and effect.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

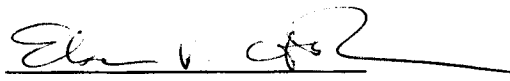
JPMORGAN CHASE BANK,
as Agent

By: Neil R. Boylan
Name:
Title: Neil R. Boylan
Managing Director

STATE OF New York)
)
COUNTY OF New York)

SS.:

On this 16th day of January, 2004, before me personally appeared
Neil R. Boylan to me known who, being by me duly sworn, did depose and say
that he/she is Managing Director of JPMorgan Chase Bank, described herein and which executed
the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority
granted by JPMorgan Chase Bank.


Notary Public

(Affix Seal Below)

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2007

SCHEDULE A

U.S. Trademark Applications and Registrations

<u>Trademark</u>	<u>Registration/Serial Number</u>
MILLENNIUM	Reg. No. 2,129,431