

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Panavision International, L.P.		01/16/2004	LIMITED PARTNERSHIP: DELAWARE

## RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	75091167	MILLENNIUM
Serial Number:	78261744	PANAVISION
Serial Number:	76554621	PANAVISION
Serial Number:	76554622	PANAVISION
Serial Number:	76554620	PRIMO ZOOM
Serial Number:	76554619	ULTRAZOOM

## CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-2276

Email: KSolomon@stblaw.com

Correspondent Name: Alison J. Winick, Esq.

Address Line 1: Simpson Thacher &amp; Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

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TRADEMARK  
REEL: 002792 FRAME: 0166

OP \$165.00 75091167

ATTORNEY DOCKET NUMBER:	509265/0550
NAME OF SUBMITTER:	Kimberly Solomon
<p>Total Attachments: 6</p> <p>source=PILP_SI_#page1.tif</p> <p>source=PILP_SI_#page2.tif</p> <p>source=PILP_SI_#page3.tif</p> <p>source=PILP_SI_#page4.tif</p> <p>source=PILP_SI_#page5.tif</p> <p>source=PILP_SI_#page6.tif</p>	

GRANT OF SECURITY INTEREST  
IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of January 16, 2004 is made by Panavision International, L.P., a Delaware limited partnership, (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") from time to time parties to the Credit Agreement, dated as of May 28, 1998, as amended and restated as of January 16, 2004 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Panavision Inc., a Delaware corporation (the "Borrower"), the Lenders and the Agent.

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 Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the Borrower have executed and delivered an amended and restated Guarantee and Collateral Agreement, dated as of June 4, 1998, as amended and restated as of January 16, 2004 (as further amended, supplemented or otherwise modified from time to time, the "Amended and Restated Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Agent and the Lenders; and

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, the Grantor has 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; and

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

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 Borrower pursuant to the Credit Agreement, the 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 Amended and Restated Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The 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 now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (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, the grant of security interest shall not include any intent-to-use Trademark applications prior to the filing of an amendment of use or a statement of use in connection with any such intent-to-use Trademark applications.

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 Agent and the Lenders in connection with the Amended and Restated Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Amended and Restated Guarantee and Collateral Agreement (and all rights and remedies of the Agent and 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 Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Amended and Restated 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 INTERNATIONAL, L.P.

By: Panavision Inc., its General Partner

By: 

Name: Eric W. Golden

Title: Executive Vice President &  
General Counsel

JPMORGAN CHASE BANK

as Agent

By: \_\_\_\_\_

Name:

Title:

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PANAVISION INTERNATIONAL, L.P.

By: Panavision Inc., its General Partner

By: \_\_\_\_\_

Name:

Title:

JPMORGAN CHASE BANK

as Agent

By: Neil R. Boylan

Name:

Title:

**Neil R. Boylan**  
**Managing Director**

TRADEMARK

REEL: 002792 FRAME: 0171

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On the 16th day of January, 2004, before me personally came Neil R. Boylan, who is personally known to me to be the Managing Director of JPMorgan Chase Bank (formerly The Chase Manhattan Bank), a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Managing Director 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.

Elsa V. Griffith  
Notary Public

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

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademark Applications and Registrations**

<b><u>Trademark</u></b>	<b><u>Registration/Serial Number</u></b>
MILLENNIUM	Serial No. 75091167
PANAVISION	Serial No. 78261744
PANAVISION	Serial No. 76554621
PANAVISION	Serial No. 76554622
PRIMO ZOOM	Serial No. 76554620
ULTRAZOOM	Serial No. 76554619