

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
StereoGraphics Corporation	FORMERLY StereoGraphics Entertainment, Inc.	02/11/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	STG Residual, Inc. (formerly StereoGraphics Corporation)		
Street Address:	2171 East Francisco Blvd.		
City:	San Rafael		
State/Country:	CALIFORNIA		
Postal Code:	94901		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1456285	ZSCREEN	
Registration Number:	1632949	STEREOGRAPHICS	
Registration Number:	1824296	CRYSTALEYES	
Registration Number:	2591536	SYNTHAGRAM	
Registration Number:	2648146	STEREOEYES	
CORRESPONDENCE DATA			
Fax Number:	(415)788-6929		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-788-4646		
Email:	apontious@collette.com		
Correspondent Name:	Andrew H. Pontious		
Address Line 1:	235 Pine Street		
Address Line 2:	Suite 1300		
Address Line 4:	San Francisco, CALIFORNIA 94104		

OP \$140.00 1456285

NAME OF SUBMITTER:	Andrew H. Pontious
Signature:	/s/AHP/
Date:	03/22/2005
Total Attachments: 8 source=P&T Security Agreement#page1.tif source=P&T Security Agreement#page2.tif source=P&T Security Agreement#page3.tif source=P&T Security Agreement#page4.tif source=P&T Security Agreement#page5.tif source=P&T Security Agreement#page6.tif source=P&T Security Agreement#page7.tif source=P&T Security Agreement#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2005, by and between STEREOGRAPHICS ENTERTAINMENT, INC., a California corporation (the "Debtor"), and STEREOGRAPHICS CORPORATION, a California corporation (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

1. Definitions; Interpretation.

1.1 Terms Defined in Purchase Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

1.2 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

- (a) "Collateral" has the meaning set forth in Section 2.
- (b) "Purchase Agreement" means that certain Asset Purchase Agreement dated February 9, 2005, by and among Debtor, Secured Party and Foster City LLC, a California limited liability company.
- (c) "Security Agreement" means that certain Security Agreement of even date herewith, by and between Debtor and Secured Party.
- (d) "PTO" means the United States Patent and Trademark Office.
- (e) "UCC" means the Uniform Commercial Code as in effect in the State of California.

1.3 Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

1.4 Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (a) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (b) "includes" and "including" are not limiting; (c) "or" is not exclusive; and (d) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

2.1 Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in and mortgage to, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(a) All patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Attachment A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

(b) All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Attachment A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof.

(c) The entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the properties and assets referred to in Section 2.1(b) above.

(b) All general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above.

(c) All proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

2.2 Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 12.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications or registrations, and U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Attachment A.

5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Debtor shall immediately notify Secured Party in a writing signed by Debtor of the brief details thereof and grant to Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Secured Party.

6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights or any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Attachment A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Attachment A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Attachment A.

7. Subordination. Notwithstanding anything to the contrary set forth in this Agreement, the security interests granted herein shall be subordinate to any security interest granted in the Collateral by Debtor as security for any and all present and future indebtedness of Debtor and/or Real D, a California corporation and the parent corporation of Debtor, in an aggregate amount not to exceed \$2,500,000.00. Secured Party covenants and agrees to execute

such commercially reasonable instruments, documents and agreements as shall be deemed necessary or appropriate by lenders of such indebtedness to evidence such subordination.

8. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Notwithstanding the foregoing, Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California.

10. Entire Agreement; Amendment. This Agreement, the Note and the Security Agreement, together with the exhibits, schedules and attachments hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement executed by the parties hereto. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement Attachment A hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

11. Counterparts; Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery may be made by the facsimile transmission of a signed counterpart.

12. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

13. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Purchase Agreement.

IN WITNESS WHEREOF, intending to be legally bound, Debtor and Secured Party have caused this Agreement to be duly executed as of the date first above written.

Secured Party:

STEREOGRAPHICS CORPORATION

By 
Edward Durbin, Director

By 
David W. Mineck

Debtor:

STEREOGRAPHICS ENTERTAINMENT,
INC.

By _____
Its _____

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Secured Party:

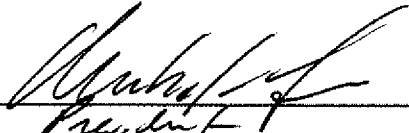
STEREOGRAPHICS CORPORATION

By _____
Edward Durbin, Director

By _____
David W. Mineck

Debtor:

STEREOGRAPHICS ENTERTAINMENT,
INC.

By 
Its _____
President

ATTACHMENT A

Issued United States Patents:

U.S Patent No. 4,792,850	<i>Method And System Employing A Push-Pull Liquid Crystal Modulator</i>
U.S Patent No. 4,884,876	<i>Achromatic Liquid Crystal Shutter For Stereoscopic And Other Applications</i>
U.S Patent No. 4,967,268	<i>Liquid Crystal Shutter System For Stereoscopic And Other Applications</i>
U.S Patent No. 5,117,302	<i>High Dynamic Range Electro-Optical Shutter For Stereoscopic And Other Applications</i>
U.S Patent No. 5,063,441	<i>Stereoscopic Video Cameras With Image Sensors Having Variable Effective Position</i>
U.S Patent No. 5,481,321	<i>Stereoscopic Motion Picture Projection System</i>
U.S Patent No. 5,181,133	<i>Drive Method For Twisted Nematic Liquid Crystal Shutters For Stereoscopic And Other Applications</i>
U.S Patent No. 5,416,510	<i>Camera Controller For Stereoscopic Video Systems</i>
U.S Patent No. 5,239,372	<i>Stereoscopic Video Projection System</i>
U.S Patent No. 5,686,975	<i>Polarel Panel For Stereoscopic Displays</i>
U.S Patent No. 5,463,428	<i>Wireless Active Eyewear For Stereoscopic Applications</i>
U.S Patent No. 5,757,546	<i>Electronic Stereoscopic Viewer</i>
U.S Patent No. 5,572,250	<i>Universal Electronic Stereoscopic Display</i>
U.S Patent No. 6,366,281	<i>Synthetic Panoramagram</i>
U.S Patent No. 6,388,797	<i>Electrostereoscopic Eyewear</i>
U.S Patent No. 6,519,088	<i>Maximizing The Viewing Zone Of A Lenticular Stereogram</i>
U.S Patent No. 6,850,210	<i>Parallax Panoramagram Having Improved Depth And Sharpness</i>

Pending United States Patents:

U.S. Patent App. 09/381,916	<i>Polarizing Modulator For An Electronic Stereoscopic Display</i>
U.S. Patent App. 09/766,130	<i>Method For Eliminating Pi Cell Artifacts</i>
U.S. Patent App. 09/876,630	<i>Autostereoscopic Pixel Arrangement Techniques</i>
U.S. Patent App. 09/943,890	<i>Autostereoscopic Lenticular Screen</i>
U.S. Patent App. 10/112,423	<i>Above-And Below Stereoscopic Format With Signifier</i>
U.S. Patent App. 10/160,595	<i>Plano-Stereoscopic Dvd Movies</i>
U.S. Patent App. 10/613,866	<i>Stereoscopic Format Converter</i>

U.S. Patent App. 10/722,731	<i>Lenticular Anti-Reflection Display</i>
U.S. Patent App. 10/769,129	<i>Convertible Autostereoscopic Flat Panel Display</i>
U.S. Patent App. 10/779,143	<i>Autostereoscopic Lens Sheet With Planar Areas</i>
U.S. Patent App. 10/779,142	<i>Dual Mode Autostereoscopic Lens Sheet</i>
U.S. Patent App. 10/827,871	<i>Method And Apparatus For Optimizing The Viewing Distance Of A Lenticular Stereogram</i>
U.S. Patent App. 10/826,556	<i>Neutralizing Device For Autostereoscopic Lens Sheet</i>
U.S. Patent App. 10/956,987	<i>Hardware Based Interdigitation</i>

Issued Trademarks:

U.S. Reg. No. 1,824,296	<u>CRYSTALEYES</u>
Korea Reg. No. 358775	<u>CRYSTALEYES</u>
Taiwan Reg. No. 722014	<u>CRYSTALEYES</u>
U.S. Reg. No. 2,648,146	STEREOEYES
U.S. Reg. No. 1,632,949	STEREOGRAPHICS
U.S. Reg. No. 2,591,536	SYNTHAGRAM
U.S. Reg. No. 1,456,285	<u>ZSCREEN</u>