

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stereographics Corporation	FORMERLY Stereographics Entertainment, Inc.	06/30/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LEDOR, LLC		
<b>Street Address:</b>	504 NOAH LANE		
<b>City:</b>	KEY WEST		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33040		
<b>Entity Type:</b>	Limited Liability Company:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1824296	CRYSTALEYES	
Registration Number:	2648146	STEREOEYES	
Registration Number:	1632949	STEREOGRAPHICS	
Registration Number:	2591536	SYNTHAGRAM	
Registration Number:	1456285	ZSCREEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)309-4543		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	310.393.4000		
<b>Email:</b>	Rwebster@GilchristRutter.com		
<b>Correspondent Name:</b>	LEDOR, LLC		
<b>Address Line 1:</b>	504 NOAH LANE		
<b>Address Line 4:</b>	KEY WEST, FLORIDA 33040		
<b>NAME OF SUBMITTER:</b>	Susan Fowler McNally		

OP \$140.00 1824296

Signature:	/Susan Fowler McNally/
Date:	07/06/2005
<b>Total Attachments: 10</b> source=07 - Collateral Assignment Agreement#page1.tif source=07 - Collateral Assignment Agreement#page2.tif source=07 - Collateral Assignment Agreement#page3.tif source=07 - Collateral Assignment Agreement#page4.tif source=07 - Collateral Assignment Agreement#page5.tif source=07 - Collateral Assignment Agreement#page6.tif source=07 - Collateral Assignment Agreement#page7.tif source=07 - Collateral Assignment Agreement#page8.tif source=07 - Collateral Assignment Agreement#page9.tif source=07 - Collateral Assignment Agreement#page10.tif	

## COLLATERAL ASSIGNMENT OF PATENT AND TRADEMARK RIGHTS

THIS COLLATERAL ASSIGNMENT OF PATENT AND TRADEMARK RIGHTS (this "**Assignment**") is made as of June 30, 2005 by and between STEREOGRAPHICS CORPORATION, a California corporation (formerly known as Stereographics Entertainment, Inc.) ("**Assignor**"), and LEDOR, LLC, a Colorado limited liability company ("**Assignee**").

### RECITALS

A. Assignor (as co-borrower with Real D, a California corporation ("**Real D**")) and Assignee have entered into a Revolving Credit Agreement dated as of the date hereof (as amended and in effect from time to time, the "**Credit Agreement**") pursuant to which Assignee, subject to the terms and conditions contained therein, has agreed to loan to Assignor and Real D an amount not to exceed Six Million Dollars (\$6,000,000) outstanding in the aggregate at any one time (the "**Revolving Loan**"). The Revolving Loan is evidenced by a Revolving Credit Note dated as of the date hereof, executed by Assignor and Real D in favor of Assignee (the "**Note**"), and secured by a security interest in certain personal property of Assignor including, without limitation, the United States patents described on Schedule "A" attached hereto (such patents, together with all related license agreements permitting the use of such patents, patent applications and submittals and all extensions and modifications thereof, are hereinafter referred to as the "**Patents**").

B. Assignor and Assignee desire to enter into this Assignment for recordation with the United States Patent and Trademark Office (the "**USPTO**") to further secure Assignor's obligations under the Credit Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt of which the parties hereby acknowledge, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Assignment to Secure Obligations.** To secure the full and timely payment and performance by Assignor of its obligations under the Credit Agreement (the "**Obligations**"), Assignor hereby pledges, assigns, hypothecates, delivers and sets over to Assignee and grants to Assignee a lien on, and security interest in, all of Assignor's right, title and interest in and to all of the Patents, and all of Assignor's rights thereunder and interests therein, together with all proceeds of any of the foregoing including, without limitation, rights to fees and payments from any license agreements permitting the use of such Patents (collectively, the "**Patent Rights**"). Assignor covenants and agrees that the Patent Rights shall not be subject to any prior security interest, except for (i) the security interest of STG Residual, Inc., a California corporation (formerly known as Stereographics Corporation) ("**SG**"), pursuant to the SG Loan (as defined in Section 4.3 of the Credit Agreement), which by its terms is subordinate to loans made by Assignee up to the aggregate amount of Two Million Five Hundred Thousand Dollars (\$2,500,000), and (ii) the security interest of Hobbit Investments, LLC, a Colorado limited liability company ("**Hobbit**"), in connection with the loan in the original principal amount of

One Million Dollars (\$1,000,000) made by Hobbit to Assignor and evidenced by that certain Secured Promissory Note dated as of February 11, 2005 (the "**Hobbit Loan**"), provided, however, that Assignee shall immediately repay the Hobbit Loan in full as described in Section 3.1. In order to preserve the priority of Assignee's lien and security interest, Assignor shall not obtain loans from Assignee which in the aggregate exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) unless (i) Assignor delivers to Assignee an agreement, in form and substance reasonably satisfactory to Assignee, wherein SG agrees that the SG Loan shall be subordinate to all loans made by Assignee to Assignor pursuant to the Credit Agreement and SG's security interest in the Collateral (as defined in the Credit Agreement and including the Patents) shall be subordinate to Assignee's security interest in the Collateral or (ii) Assignor repays the SG Loan in its entirety and SG's security interest in the Collateral is terminated.

2. **Certain Rights of Assignee After Event of Default.**

2.1 **Sale of Patent Rights.** If an Event of Default (as hereinafter defined) shall occur and be continuing, Assignee shall have the right, without demand of performance or other demand, advertisement or further notice of any kind (except the notice specified in Section 2.4 of the time and place of public or private sale) to or upon Assignor or any other person (all and each of which demands, advertisements, and/or notices are, to the extent permitted by law, hereby expressly waived), forthwith to collect, receive, appropriate and realize upon the Patent Rights, or any part thereof, and forthwith to sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver the Patent Rights, or any part thereof, in one or more public or private sale or sales, at any exchange, board, auction or at Assignee's offices or elsewhere, at such prices and on such terms as Assignee may deem best, for cash or on credit or for future delivery without assumption of any credit risk. At any such sale or sales Assignee or its nominee may purchase any or all of the Patent Rights upon such terms as Assignee or such nominee may deem best. Any sale shall be conducted in a commercially reasonable manner.

2.2 **Effect of Sale.** Upon any such sale or sales, the Patent Rights so sold shall be held by the purchasers thereof absolutely free from any right or equity of redemption in Assignor, or any similar rights, claims or equities, all of which are hereby expressly waived and released by Assignor.

2.3 **Application of Proceeds Upon Disposition of the Collateral.** The proceeds of any sale or sales of the Patent Rights shall be received and applied, after deduction for any expenses of sale including reasonable attorneys' fees and disbursements, to the payment of the Obligations in any manner or order which Assignee, in its sole discretion, may elect, without further notice to or consent of Assignor and without regard to any equitable principles of marshaling or other like equitable doctrines, and any excess shall be returned to Assignor. Assignor hereby acknowledges and agrees that Assignee is not required to exercise all remedies and rights available to Assignee equally with respect to all of the Patent Rights and Assignee may select less than all of the Patent Rights with respect to which the remedies as determined by Assignee may be exercised.

2.4 **Reasonable Notice of Proposed Sale.** Assignee agrees to give ten (10) days' advance notice to Assignor of the time and place of any public or private sale or sales of the Patent Rights and Assignor agrees that such notice shall constitute reasonable notification.

2.5 **Remedies Cumulative.** Assignor agrees that the rights, powers and remedies given to Assignee by this Assignment are cumulative and not exclusive of any thereof or of any other powers, rights or remedies available to Assignee.

3. **Covenants, Representations and Warranties.** Assignor hereby covenants, represents and warrants as follows:

3.1 The Patent Rights are owned by Assignor free and clear of any pledge, mortgage, hypothecation, lien, charge, encumbrance, or security interest therein (except (i) the security interest in favor of Assignee, (ii) the security interest in favor of SG pursuant to the SG Loan, provided that SG's security interest in the Patent Rights is subordinated to the security interest of Assignee in the Patent Rights, and (iii) the Hobbit Loan) or any other adverse claim with respect thereto. With respect to the Hobbit Loan, upon Assignee's advance of the first loan under the Credit Agreement to Assignor, Assignor shall immediately repay the Hobbit Loan in full.

3.2 The Uniform Commercial Code Financing statement authorized by Assignor and filed (or to be filed) by Assignee with the California Secretary of State's Office creates a valid lien on and perfected security interest in the Patent Rights, subject to no prior security interest, lien, charge, or encumbrance or agreement granting or purporting to grant to any third party a security interest or other lien in the Patent Rights, except for the security interest in favor of SG pursuant to the SG Loan provided that SG's security interest in the Patent Rights is subordinated to the security interest of Assignee in the Patent Rights, and except for the Hobbit Loan which Assignee shall immediately repay in full as described in Section 3.1.

3.3 As long as any part of the Obligations is outstanding or not paid in full, Assignor will not sell, assign, convey, or otherwise dispose of any of the Patent Rights, nor create, incur, or permit to exist any pledge, mortgage, lien, charge, encumbrance, or any security interest whatsoever with respect to the Patent Rights, except for the security interest in favor of SG pursuant to the SG Loan provided that SG's security interest in the Patent Rights is subordinated to the security interest of Assignee in the Patent Rights, and except for the Hobbit Loan which Assignee shall immediately repay in full as described in Section 3.1.

3.4 Assignor shall not change its name or commence to do business under any other name without having first (a) given to Assignee at least thirty (30) days' prior written notice of such change and (b) executed, delivered and filed (and paid filing fees and taxes) all such documents as maybe necessary or advisable in the opinion of Assignee to continue to perfect and protect the liens created hereby.

3.5 Assignor has full right, power and authority to enter into this Assignment. The execution and delivery of this Assignment by Assignor has been duly authorized by the board of directors of Assignor, and such action by Assignor's board of directors constitutes all necessary corporate action on the part of Assignor in connection with such execution and delivery.

For purposes of this Article 3, it is understood and agreed that the interests of licensees of the Patent Rights or elements thereof will be deemed not to be an encumbrance upon any of the Patent Rights.

4. **Further Assurances.** Assignor agrees that at any time or times, promptly upon written request by Assignee, Assignor will execute and deliver such further documents and do such further acts as may, in the reasonable opinion of Assignee, be necessary to assure that the Patent Rights are subject to a valid, perfected security interest and/or lien hereunder (which is not subject to any prior security interest except for the security interest in favor of SG pursuant to the SG Loan, provided that SG's security interest in the Patent Rights is subordinated to the security interest of Assignee in the Patent Rights, and except for the Hobbit Loan which Assignee shall immediately repay in full as described in Section 3.1), and at Assignor's expense, cause all such documents to be filed or recorded in the manner required by law to secure the effectiveness and the continuation and perfection of the security interests hereby created.

5. **Additional Security.** Assignee may take or release other security, may grant extensions, renewals or indulgences with respect to the Obligations, and may apply any other security therefor held by Assignor to the satisfaction of the Obligations without prejudice to any of its rights hereunder.

6. **Satisfaction of Obligations.** Upon the full satisfaction of the Obligations, this Assignment shall become void and of no further effect, and, in such event, upon the reasonable request of Assignor, Assignee shall execute, deliver and file such documents as Assignor may reasonably determine are necessary or appropriate to confirm that the Obligations have been satisfied and/or that the security interest granted herein is terminated.

7. **Event of Default.** An Event of Default shall exist hereunder at such time as (i) Assignor shall have committed a material breach of the Credit Agreement, and (ii) the amount of Assignee's claim against Assignor arising from such breach shall have been liquidated by agreement of the parties, by entry of a final non-appealable judgment by a court having jurisdiction, or by allowance of such claim in connection with bankruptcy proceedings of Assignor.

8. **Assignment.** Assignee may assign all (but not less than all) of its right, title and interest in and to this Assignment, but only in connection with the permitted assignment of its interest under the Credit Agreement and only to the permitted assignee of such interest.

9. **Validity.** In the event that any provision of this Assignment shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Assignment.

10. **Survival of Terms.** All agreements, covenants, representations and warranties in this Assignment shall survive the execution and delivery of this Assignment and continue in full force and effect until the Obligations have been fully paid and satisfied.

11. **Expenses.** Assignor will reimburse Assignee for all reasonable costs of collection or enforcement (including without limitation reasonable attorneys' fees and expenses) incurred in enforcing the obligations of Assignor under this Assignment.

12. **Notices.** All notices required hereunder or given in connection with this Assignment shall be given pursuant to and governed by Section 7.1 of the Credit Agreement.

13. **Miscellaneous.** This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of California, without regard to its conflict of laws principles, and shall be binding upon Assignor and Assignee and their respective successors and assigns, and may not be terminated or modified orally but only in writing making specific reference hereto and signed by all the parties hereto. Headings in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning hereof.

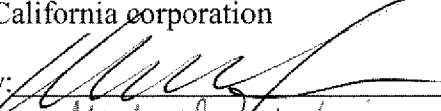
14. **Counterparts.** This Assignment may be executed in one or more counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above by and through their duly authorized representatives.

"ASSIGNOR"

STEREOGRAPHICS CORPORATION,  
a California corporation

By:   
Name: Michael V. Lewis  
Title: Chairman & President

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

"ASSIGNEE"

LEDOR, LLC  
a Colorado limited liability company

By: \_\_\_\_\_  
William D. Budinger  
Sole Member



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above by and through their duly authorized representatives.

"ASSIGNOR"

STEREOGRAPHICS CORPORATION,  
a California corporation

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

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

"ASSIGNEE"

LEDOR, LLC  
a Colorado limited liability company

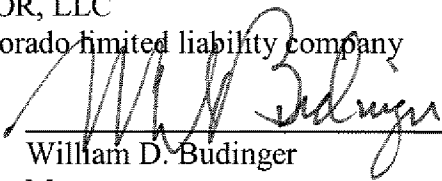
By:   
\_\_\_\_\_  
William D. Budinger  
Manager

EXHIBIT "A"  
PATENTS AND TRADEMARKS PLEDGED

**STEREOGRAPHICS PATENT  
AND TRADEMARK PORTFOLIO**

**ISSUED UNITED STATES PATENTS**

**U.S. PAT. NO.**

**GRANTED**

4,792,850	Method And System Employing A Push-Pull Liquid Crystal Modulator
4,884,876	Achromatic Liquid Crystal Shutter For Stereoscopic And Other Applications
4,967,268	Liquid Crystal Shutter System For Stereoscopic And Other Applications
5,117,302	High Dynamic Range Electro-Optical Shutter For Stereoscopic And Other Applications
5,063,441	Stereoscopic Video Cameras With Image Sensors Having Variable Effective Position
5,481,321	Stereoscopic Motion Picture Projection System
5,181,133	Drive Method For Twisted Nematic Liquid Crystal Shutters For Stereoscopic And Other Applications
5,416,510	Camera Controller For Stereoscopic Video Systems
5,239,372	Stereoscopic Video Projection System
5,686,975	Polarel Panel For Stereoscopic Displays
5,463,428	Wireless Active Eyewear For Stereoscopic Applications
5,757,546	Electronic Stereoscopic Viewer
5,572,250	Universal Electronic Stereoscopic Display
6,366,281	Synthetic Panoramagram
6,338,797	Electrostereoscopic Eyewear
6,519,088	Maximizing The Viewing Zone Of A Lenticular Stereogram
6,850,210	Parallax Panoramagram Having Improved Depth And Sharpness

**PENDING UNITED STATES PATENT APPLICATIONS**

**U.S. PAT. APP.**

**PENDING**

09/381,916	Polarizing Modulator For An Electronic Stereoscopic Display ( <i>Notice of Allowance 2/10/05</i> )
09/766,130	Method For Eliminating Pi Cell Artifacts
09/876,630	Autostereoscopic Pixel Arrangement Techniques
09/943,890	Autostereoscopic Lenticular Screen
10/112,423	Above-And Below Stereoscopic Format With Signifier
10/160,595	Plano-Stereoscopic Dvd Movies
10/613,866	Stereoscopic Format Converter
10/722,731	Lenticular Anti-Reflection Display
10/769,129	Convertible Autostereoscopic Flat Panel Display
10/779,143	Autostereoscopic Lens Sheet With Planar Areas
10/779,142	Dual Mode Autostereoscopic Lens Sheet
10/827,871	Method And Apparatus For Optimizing The Viewing Distance Of A Lenticular Stereogram

10/826,556	Neutralizing Device For Autostereoscopic Lens Sheet
10/956,987	Hardware Based Interdigitation
11/118,516	Hardware Based Interdigitation (CIP)
60/601,124	3D System For Theatrical Projection Using Liquid Crystal Switch
60/665,597	Tiled View-Maps For Autostereoscopic Interdigitation
60/669,818	Autostereoscopic Display With Planar Pass-Through
60/688,100	Controlling The Angular Extent Of Autostereoscopic Viewing Zones
60/688,368	Ghost-Busting For Improved Stereoscopic Projection

**TRADEMARKS**  
(U.S. Unless Otherwise Specified)

USPTO REG. No.	MARK
1,824,296	CRYSTALEYES
358775 – Korea	CRYSTALEYES
722014 – Taiwan	CRYSTALEYES
2,648,146	STEREOEYES
1,632,949	STEREOGRAPHICS
2,591,536	SYNTHAGRAM
1,456,285	ZSCREEN

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# REAL D TRADEMARK PORTFOLIO

## REGISTERED TRADEMARKS

REG. NO.	MARK	COUNTRY
2004-38039	REAL D	Japan
40-2004-18382	REAL D	Korea
644805	R/D LOGO	Chile
2004-38040	R/D LOGO	Japan
40-2004-0018383	R/D LOGO	Korea

## PENDING TRADEMARKS

APP. NO.	MARK	COUNTRY
78/318,006	REAL D	U.S.
2508164	REAL D	Argentina
826433294	REAL D	Brazil
4027476	REAL D	China
003803046	REAL D	Europe
78/399,041	R/D LOGO	U.S.
2512922	R/D LOGO	Argentina
826433308	R/D LOGO	Brazil
4040179	R/D LOGO	China
003803053	R/D LOGO	Europe