

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Panavision Inc.		03/30/2006	CORPORATION: DELAWARE
Panavision International, L.P.		03/30/2006	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, as Second Lien Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Serial Number:	73686300	3 PERF	
Serial Number:	78421002	GENESIS	
Serial Number:	78411584	HDMAX	
Serial Number:	75091167	MILLENNIUM	
Serial Number:	75445115	ONE TAKE	
Serial Number:	73080955	PANACAM	
Serial Number:	73252669	PANACAM	
Serial Number:	73355019	PANACLEAR	
Serial Number:	73090572	PANACON	
Serial Number:	73355018	PANAFADE	
Serial Number:	75084943	PANAFINDER	
Serial Number:	73686298	PANAFLASHER	
Serial Number:	72407146	PANAFLEX	

CH \$1265.00 73686300

900046722

TRADEMARK
REEL: 003290 FRAME: 0523

Serial Number:	73080952	PANAGLIDE
Serial Number:	73081003	PANAGLOW
Serial Number:	73080958	PANAHEAD
Serial Number:	75445584	PANALAB
Serial Number:	75084944	PANALENS LITE
Serial Number:	73080956	PANALITE
Serial Number:	73279609	PANASCOPE
Serial Number:	73686299	PANASLATE
Serial Number:	75084937	PANASPEED
Serial Number:	73080953	PANASTAR
Serial Number:	75084938	PANASTORE
Serial Number:	73235479	PANATAPE
Serial Number:	73686272	PANATATE
Serial Number:	73158544	PANAVID
Serial Number:	73251464	PANAVISION
Serial Number:	71695934	PANAVISION
Serial Number:	72249666	PANAVISION
Serial Number:	72249665	PANAVISION
Serial Number:	78261744	PANAVISION
Serial Number:	76554621	PANAVISION
Serial Number:	76554622	PANAVISION
Serial Number:	78393481	PANAVISION
Serial Number:	78704840	PANAVISION
Serial Number:	74541824	PANAVISION
Serial Number:	78134743	PANAVISION SMARTLENS
Serial Number:	73201287	PANAZOOM
Serial Number:	76493378	PRIMO
Serial Number:	75474821	PRIMO MACRO ZOOM
Serial Number:	76554620	PRIMO ZOOM
Serial Number:	74122422	PRIMO ZOOM
Serial Number:	74120932	PRIMO-L
Serial Number:	73686271	SUPER PANAVISION 35
Serial Number:	71670063	SUPER PANATAR
Serial Number:	73238200	ULTRAVIEW
Serial Number:	73201288	ULTRAZOOM

Registration Number:	1048457	PANAPOD
Registration Number:	2651367	PRIMO DIGITAL

CORRESPONDENCE DATA

Fax Number: (866)459-2899

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

Phone: 202-783-2700

Email: carey.lening@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Suite 401

Address Line 2: attn: Carey Lening

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	356158
NAME OF SUBMITTER:	Carey Lening
Signature:	/cnl/
Date:	04/14/2006

Total Attachments: 9

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "**Agreement**") dated as of March 30, 2006, among PANAVISION INC., a Delaware corporation located at 6219 De Soto Avenue, Woodland Hills, CA 91367-2602 (the "**Borrower**"), PANAVISION INTERNATIONAL, L.P., a Delaware limited partnership located at 6219 De Soto Avenue, Woodland Hills, CA 91367-2602 (the "**Subsidiary Grantor**"; the Borrower and the Subsidiary Grantor, each a "**Grantor**"), and CREDIT SUISSE, as first lien collateral agent (in such capacity, the "**Collateral Agent**").

PRELIMINARY STATEMENT

Reference is made to (a) the First Lien Credit Agreement dated as of March 30, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the lenders from time to time party thereto (the "**Lenders**") and the Collateral Agent, and (b) the First Lien Guarantee and Collateral Agreement dated as of March 30, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Borrower, the Subsidiary Grantor, the other subsidiaries of the Borrower from time to time party thereto and Credit Suisse, as the Collateral Agent. The Lenders and the Issuing Bank (as defined below) have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties 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 (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “PTO”) (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto, and (b) all goodwill associated therewith or symbolized thereby;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover (i) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any material right, title or interest of such Grantor therein or (B) a breach, termination or right of another party to terminate pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406 through 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law), (ii) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder to the extent that any applicable law prohibits the creation of a security interest thereon (other than to the extent that any such provision of applicable law would be rendered ineffective pursuant to Sections 9-406 through 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law) and (iii) any trademark applications filed in the PTO on the basis of any Grantor's “intent-to-use” such marks until an appropriate amendment to allege use or statement of use is filed in and accepted by the PTO.

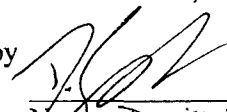
SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this First
Lien Trademark Security Agreement as of the day and year first above written.

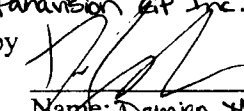
PANAVISION INC.,

by


Name: Damien M. Sullivan
Title: Vice President, General Counsel & Secretary

PANAVISION INTERNATIONAL, L.P.,
By Panavision GP Inc., its general partner

by


Name: Damien M. Sullivan
Title: Vice President and Secretary

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

Name:
Title:

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this First Lien Trademark Security Agreement as of the day and year first above written.

PANAVISION INC.,

by

Name:

Title:

PANAVISION INTERNATIONAL, L.P,

by

Name:

Title:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

Name:

Title: ROBERT HETU
MANAGING DIRECTOR

by

Name:

Title: CASSANDRA DROOGAN
VICE PRESIDENT

SCHEDULE I

<u>Mark</u>	<u>Registration Number</u>	<u>Owner</u>
3 PERF	Reg. No. 1513406 Serial No. 73686300	Panavision International, L.P.
GENESIS	Reg. No. 3008003 Serial No. 78421002	Panavision International, L.P.
HDMAX	Serial No. 78411584	Panavision International, L.P.
MILLENNIUM	Reg. No. 2129431 Serial No. 75091167	Panavision International, L.P.
ONE TAKE	Reg. No. 2362873 Serial No. 75445115	Panavision Inc.
PANACAM	Reg. No. 1048455 Serial No. 73080955	Panavision International, L.P.
PANACAM	Reg. No. 1160798 Serial No. 73252669	Panavision International, L.P.
PANACLEAR	Reg. No. 1240096 Serial No. 73355019	Panavision International, L.P.
PANACON	Reg. No. 1057469 Serial No. 73090572	Panavision International, L.P.
PANAFADE	Reg. No. 1240095 Serial No. 73355018	Panavision International, L.P.
PANAFINDER	Reg. No. 2092757 Serial No. 75084943	Panavision International, L.P.
PANAFLASHER	Reg. No. 1489191 Serial No. 73686298	Panavision International, L.P.
PANAFLEX	Reg. No. 976767 Serial No. 72407146	Panavision International, L.P.
PANAGLIDE	Reg. No. 1048452 Serial No. 73080952	Panavision International, L.P.
PANAGLOW	Reg. No. 1117579 Serial No. 73081003	Panavision International, L.P.
PANAHEAD	Reg. No. 1048456 Serial No. 73080958	Panavision International, L.P.
PANALAB	Reg. No. 2423708 Serial No. 75445584	Panavision Inc.
PANALENS LITE	Reg. No. 2071481 Serial No. 75084944	Panavision International, L.P.
PANALITE	Reg. No. 1117578 Serial No. 73080956	Panavision International, L.P.
PANAPOD	Reg. No. 1048457	Panavision International, L.P.

Mark	<u>Registration Number</u>	<u>Owner</u>
	<u>Serial Number</u>	
	Serial No. 73081002	
PANASCOPE	Reg. No. 1460654 Serial No. 73279609	Panavision International, L.P.
PANASLATE	Reg. No. 1489192 Serial No. 73686299	Panavision International, L.P.
PANASPEED	Reg. No. 2047615 Serial No. 75084937	Panavision International, L.P.
PANASTAR	Reg. No. 1048453 Serial No. 73080953	Panavision International, L.P.
PANASTORE	Reg. No. 2069160 Serial No. 75084938	Panavision International, L.P.
PANATAPE	Reg. No. 1165329 Serial No. 73235479	Panavision International, L.P.
PANATATE	Reg. No. 1489190 Serial No. 73686272	Panavision International, L.P.
PANAVID	Reg. No. 1109241 Serial No. 73158544	Panavision International, L.P.
PANAVISION	Reg. No. 1160790 Serial No. 73251464	Panavision International, L.P.
PANAVISION and Design	Reg. No. 0627362 Serial No. 71695934	Panavision International, L.P.
PANAVISION	Reg. No. 0834705 Serial No. 72249666	Panavision International, L.P.
PANAVISION	Reg. No. 0845014 Serial No. 72249665	Panavision International, L.P.
PANAVISION	Serial No. 78261744	Panavision International, L.P.
PANAVISION	Serial No. 76554621	Panavision International, L.P.
PANAVISION and Design	Serial No. 76554622	Panavision International, L.P.
PANAVISION	Serial No. 78393481	Panavision International, L.P.
PANAVISION	Serial No. 78704840	Panavision International, L.P.
PANAVISION and Design	Reg. No. 1972238 Serial No. 74541824	Panavision International, L.P.
PANAVISION SMARTLENS	Reg. No. 2784218 Serial No. 78134743	Panavision Inc.
PANAZOOM	Reg. No. 1135646 Serial No. 73201287	Panavision International, L.P.
PRIMO	Reg. No. 2806460 Serial No. 76493378	Panavision, Inc.
PRIMO DIGITAL	Reg. No. 2651367	Panavision International, L.P.

<u>Mark</u>	<u>Registration Number</u>	<u>Owner</u>
	<u>Serial Number</u>	
	Serial No. 76232789	
PRIMO MACRO ZOOM	Reg. No. 2358355 Serial No. 75474821	Panavision Inc.
PRIMO ZOOM	Reg. No. 2986885 Serial No. 76554620	Panavision International, L.P.
PRIMO ZOOM	Reg. No. 1688809 Serial No. 74122422	Panavision International. L.P.
PRIMO-L	Reg. No. 1688807 Serial No. 74120932	Panavision International. L.P.
SUPER PANAVISION 35	Reg. No. 1489189 Serial No. 73686271	Panavision International, L.P.
SUPER PANATAR and Design	Reg. No. 0620347 Serial No. 71670063	Panavision International, L.P.
ULTRAVIEW	Reg. No. 1149702 Serial No 73238200	Panavision International. L.P.
ULTRAZOOM	Reg. No. 1135647 Serial No. 73201288	Panavision International. L.P.