

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

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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:	356159
NAME OF SUBMITTER:	Carey Lening
Signature:	/cni/
Date:	04/17/2006

Total Attachments: 7
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SECOND LIEN PATENT SECURITY AGREEMENT

SECOND LIEN PATENT 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 second lien collateral agent (in such capacity, the "**Collateral Agent**").

PRELIMINARY STATEMENT

Reference is made to (a) the Second 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 Second 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 have agreed to make term loans to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to make such loans 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 making of loans to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make such loans. 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 "**Patent Collateral**"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all issuances and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country,

including issuances, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), including those listed on Schedule I hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

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) and (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).

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 Patent 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.

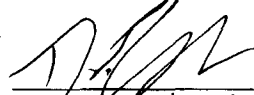
SECTION 4. *Intercreditor Agreement Governs.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Second Lien Patent 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, 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
Second Lien Patent 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

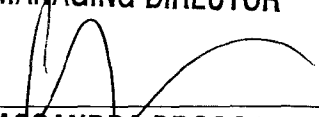


Name:

Title:

ROBERT HETU
MANAGING DIRECTOR

by



Name:

Title:

CASSANDRA DROOGAN
VICE PRESIDENT

SCHEDULE I

Patent	Patent Number	Owner
Thermal Compensation System for Lens Focus Adjustment	6,144,510 (Issued 11/7/00)	Panavision, Inc.
High Performance Zoom Lens System	6,122,111 (Issued 09/19/00)	Panavision, Inc.
Detachable Light Filter Holder	6,102,556 (Issued 8/15/00)	Panavision, Inc.
Position Adjustable Grip Support for Motion Picture Camera	6,068,223 (Issued 5/30/00)	Panavision Inc.
Telescopic Viewfinder Optical System	5,920,426 (Issued 7/6/99)	Panavision, Inc.
Video Monitoring System for a Movie Film Camera	5,883,696 (Issued 3/16/99)	Panavision, Inc.
Objective Lens System	5,638,215 (Issued 6/10/97)	Panavision International, L.P.
Compensation Mechanism for the Elimination of Manual Backpan on Camera Cranes and Jib Arms	5,644,377 (Issued 7/1/97) ¹	Panavision, Inc. and Nicholas Pollacchi
Compensation Mechanism for the Elimination of Manual Backpan on Camera Cranes and Jib Arms	5,835,193 (Issued 11/10/98) ²	Panavision Inc. and Nicholas Pollacchi
System for Varying Light Intensity such as for use in Motion Picture Photography	5,515,119 (Issued 5/7/96)	Panavision International, L.P.
System for Varying Light Intensity such as for use in Motion Picture Photography	5,371,655 (Issued 12/6/94)	Panavision International, L.P.
Anti-Reflection Filter Support System	5,359,380 (Issued 10/25/94)	Panavision International, L.P.
Fourth axis camera support system and method	6,354,750 (Issued 3/12/02)	Panavision, Inc.
Automatic Pan and Tilt Compensation for a Camera Support Structure	6,820,980 (Issued 11/23/04)	Panavision, Inc.
Multiple Camera video assist control system	6,353,461 (Issued 3/5/02)	Panavision, Inc.
Hand-held remote control and display system for film and video cameras and lenses	6,819,867 (Issued 11/16/04)	Panavision, Inc.
System for sensing and displaying lens data for high performance film and video cameras and lenses	6,724,429 (Issued 04/20/04)	Panavision, Inc.
High performance viewfinder eyepiece with a large diopter focus range	6,667,836 (Issued 12/23/03)	Panavision, Inc.
Viewfinder for high definition video camera	6,927,797 (Issued 08/09/05)	Panavision, Inc.
Lens mount apparatus for a high definition video camera	6,930,721 (Issued 08/16/05)	Panavision, Inc.
Multi-Jaw Clamp	6,450,465 (Issued 9/17/02)	Panavision, Inc.
Adjustable viewfinder optical system for shoulder-supported cameras	6,480,681 (Issued 11/12/02)	Panavision, Inc.
Method and objective lens for spectrally modifying light for an electronic camera	7,006,141 (Issued 02/28/06)	Panavision, Inc.

¹ Panavision owns 50% of this patent.

² Panavision owns 50% of this patent.

Patent	Patent Number	Owner
Method and lens system for modifying the modulation transfer function of light for a camera	6,970,201 (Issued 11/29/05)	Panavision, Inc.
Zoom lens system	6,961,188 (Issued 11/01/05)	Panavision, Inc.
Zoom lens system <i>[ALLOWED Issue Fee paid 12/21/2005 – awaiting issue notification]</i>	App. No. 11/119,121 (Filed 04/29/2005)	Panavision International, L.P.
Zoom lens system	App. No. 11/192,778 (Filed 07/29/2005)	Panavision International, L.P.
Anamorphic Three-Perforation Imaging System	App. No. 10/927,731 (Filed 08/27/2004)	Panavision International, L.P.
Automatic Pan and Tilt Compensation for a Camera Support Structure	App. No. 10/846,367 (Filed 05/13/2004)	Panavision Inc.
Anamorphic Three-Perforation Imaging System	App. No. 11/003,858 (Filed 02/03/2004)	Panavision International, L.P.
Anamorphic Imaging System	App. No. 10/923,289 (Filed 08/20/2004)	Panavision International, L.P.
Wide-Range, Wide-Angle, Rotatable Compound Zoom	App. No. 11/071,125 (Filed 03/02/2005)	Panavision International, L.P.
Compact High Performance Zoom Lens System	App. No. 11/112,098 (Filed 04/22/2005)	Panavision International, L.P.
Wide-Range, Wide-Angle Compound Zoom With Simplified Zooming Structure	App. No. 11/101,933 (Filed 04/08/2005)	Panavision International, L.P.

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