

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stereographics Corporation	FORMERLY Stereographics Entertainment, Inc.	03/22/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	ReDebt, LLC		
Street Address:	11755 Wilshire Blvd. #900		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1824296	CRYSTALEYES	
Registration Number:	2648146	STEREOEYES	
Registration Number:	1632949	STEREOGRAPHICS	
Registration Number:	2591536	SYNTHAGRAM	
Registration Number:	1456285	ZSCREEN	
CORRESPONDENCE DATA			
Fax Number:	(310)309-4543		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310.393.4000x215		
Email:	Rwebster@gilchristutter.com		
Correspondent Name:	ReDebt, LLC		
Address Line 1:	11755 Wilshire Blvd. #900		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	SFM/3503.067/RAW		

OP \$140.00 1824296

NAME OF SUBMITTER:	Susan Fowler McNally, Esq.
Signature:	/Susan Fowler McNally, Esq./
Date:	05/05/2006

Total Attachments: 10

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COLLATERAL ASSIGNMENT OF PATENT RIGHTS

THIS COLLATERAL ASSIGNMENT OF PATENT RIGHTS (this "Assignment") is made as of March 22, 2006 by and between STEREOGRAPHICS CORPORATION, a California corporation formerly known as Stereographics Entertainment, Inc. ("Assignor"), and ReDebt, LLC, a Delaware limited liability company ("Assignee") as agent for those individuals and entities set forth on Schedule I hereto ("Lenders").

RECITALS

A. Assignor (as co-borrower with Real D, a California corporation ("Real D")) and Lenders have entered into a Revolving Credit Agreement dated as of March 15, 2006 and amended as of the date hereof (as amended and in effect from time to time, the "Credit Agreement") pursuant to which Lenders, subject to the terms and conditions contained therein, have agreed to loan to Assignor and Real D an amount not to exceed Five Million Dollars (\$5,000,000) outstanding in the aggregate at any one time (the "Revolving Loan"). The Revolving Loan is evidenced by Revolving Credit Notes executed by Assignor and Real D in favor of each Lender (the "Notes"), 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, as agent for the Lenders, 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 the security interest of Ledor, LLC, a Colorado limited liability company ("Ledor"), pursuant to the Ledor Loan (as defined in Section 4.3 of the Credit Agreement).

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RECITALS

A. Assignor (as co-borrower with Real D, a California corporation ("Real D")) and Lenders have entered into a Revolving Credit Agreement dated as of March 16, 2006 and amended as of the date hereof (as amended and in effect from time to time, the "Credit Agreement") pursuant to which Lenders, subject to the terms and conditions contained therein, have agreed to loan to Assignor and Real D an amount not to exceed Five Million Dollars (\$5,000,000) outstanding in the aggregate at any one time (the "Revolving Loan"). The Revolving Loan is evidenced by Revolving Credit Notes executed by Assignor and Real D in favor of each Lender (the "Notes"), 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").

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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 and (ii) the security interest in favor of Ledor pursuant to the Ledor Loan.

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 Ledor pursuant to the Ledor Loan.

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 Ledor pursuant to the Ledor Loan.

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 Ledor pursuant to the Ledor Loan, 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.

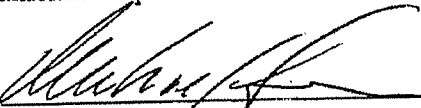
14. **Counterparts.** This Assignment may be executed in one or more counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.

[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 Lewis

Title: CHAIRMAN

By: 

Name: JOSHUA GREEN

Title: CEO

"ASSIGNEE"

REDEBT, LLC, a Delaware limited liability
company, as agent for the Lenders

BY HAR, LLC, a California limited liability
company, as Manager

By: _____
Harvey Bookstein, Manager

SCHEDULE "A"

**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
5,063,441	Stereoscopic Video Cameras With Image Sensors Having Variable Effective Position
5,117,302	High Dynamic Range Electro-Optical Shutter For Stereoscopic And Other Applications
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
6,388,797	Electrostereoscopic Eyewear
6,519,088	Maximizing The Viewing Zone Of A Lenticular Stereogram
6,850,210	Parallax Panoramagram Having Improved Depth And Sharpness (previously referenced as pending Patent Application No. 09/831,818)
09/381,916	Polarizing Modulator For An Electronic Stereoscopic Display
10/826,556	Neutralizing Device For Autostereoscopic Lens Sheet

PENDING UNITED STATES PATENT APPLICATIONS

U.S. PAT. APP.	PENDING
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
10/956,987	Hardware Based Interdigitation
11/118,516	Hardware Based Interdigitation -- continuation

FILED 2005 AS PROVISIONAL

60/669,818	Autostereoscopic display with planar pass-through
60/665,597	Tiled view-maps for autostereoscopic interdigitation
60/685,368	Ghost-busting for improved stereoscopic projection
60/688,100	Controlling the angular extent of autostereoscopic viewing zones
60/694,060	Autostereoscopic display with increased sharpness for non-primary viewing zones
60/730,722	Temperature compensation for the differential expansion of an autostereoscopic
	Lenticular array and display screen
60/736,617	Monitor with integral interdigitation

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

SCHEDULE I

LENDERS

<u>Name and Address</u>	<u>Loan Share Percentage</u>
PS Keogh Plan 5800-2057 c/o Paul L. MacCaskill 10900 Wilshire Boulevard, Suite 600 Los Angeles, CA 90024	10%
Hobbit Investments, LLC 1250 Red Butte Drive Aspen, Colorado 81611	20%
The William N. Lane Trust dated 7/30/69 FBO Andrew N. Lane 19355 Highway 82 Carbondale, CO 81623 Attn: Andrew Lane	10%
Perspective Investments, LLC, 2905 Piedmont Rd. N.E., Suite B Atlanta, GA 30305	20%
William Charles Powers and Carolyn Clark Powers 2012 The Strand Manhattan Beach, CA 90266	20%
William D. Budinger 504 Noah Lane Key West, FL 33040	10%
The Susan Budinger Loncki Separate Property Trust 5225 East Paradise Canyon Rd. Paradise Valley, AZ 85253	10%