

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

10/25/2006
 900061052

SUBMISSION TYPE:	NEW ASSIGNMENT																																									
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																																									
EFFECTIVE DATE:	12/21/2005																																									
CONVEYING PARTY DATA																																										
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Serial Number:	76623271	TECHNICOLOR
Serial Number:	76977905	TECHNICOLOR
Serial Number:	76622800	TECHNISIGN
Serial Number:	76622801	TECHNISIGN
Registration Number:	3125194	THE MOVING PICTURE COMPANY
Registration Number:	2647119	
Registration Number:	1947326	TECHNICOLOR
Registration Number:	0590018	TECHNISCOPE

CORRESPONDENCE DATA

Fax Number: (480)663-2163
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 480-663-2163
 Email: peichler@jsslaw.com
 Correspondent Name: PETER M. EICHLER, ESQ.
 Address Line 1: 16427 N. Scottsdale Road
 Address Line 2: Suite 300
 Address Line 4: Scottsdale, ARIZONA 85254-1597

DOMESTIC REPRESENTATIVE

Name: Peter M. Eichler, Esq.
 Address Line 1: 16427 N. Scottsdale Road
 Address Line 4: Scottsdale, ARIZONA 85254-1597

NAME OF SUBMITTER: Peter M. Eichler

Signature: /petermeichler/

Date: 10/25/2006

Total Attachments: 6

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TECHNICOLOR TRADEMARK ASSIGNMENT AGREEMENT**CONTRAT DE CESSION DE MARQUE TECHNICOLOR**

Between the undersigned :
Entre les soussignés

Technicolor Videocassette B.V., company organized and existing under the laws of The Netherlands, with its principal office at Energieweg 6, (5804CE) Venray, The Netherlands, and hereby duly represented by Mr Jan Eveleens,

hereinafter referred to as « Assignor »

Technicolor Videocassette B.V., société Néerlandaise, dont le siège social est Energieweg 6, (5804CE) Venray, Pays-Bas, et ci-après représentée par Mr Jan Eveleens,

ci-après dénommée le « Cédant »

And :
Et :

Technicolor Trademark Management SAS, a company organized and existing under the laws of France with its principal office at 46, Quai Alphonse Le Gallo, 92100 Boulogne-Billancourt, France, and hereby duly represented by Mr Alfred de Lassence

hereinafter referred to as the
« Assignee »

Technicolor Trademark Management SAS, société de droit français, dont le siège social est 46, Quai Alphonse Le Gallo, 92100 Boulogne-Billancourt, France, et ci-après représentée par M. Alfred de Lassence

Ci-après dénommée le « Cessionnaire »

TRADEMARK

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Whereas the Assignor is the registered owner of the pending and registered trademarks set out in the Schedule hereto (the "Trademark");

Etant rappelé que le Cédant est titulaire des marques déposées et enregistrées listées en annexe, ci-après (la « Marque »);

Whereas Assignor wishes to assign any and all rights in the Trademark to the Assignee on the terms and conditions set forth in this Assignment Agreement;

Etant rappelé que le Cédant entend céder au Cessionnaire tout droit attaché à la Marque, dans les conditions et termes définis dans le présent Contrat de Cession;

Whereas all existing licences relating to the Trademark will be terminated prior to the assignment and the Trademark will therefore be sold unencumbered;

Etant rappelé que toutes les licences actuelles concernant la Marque seront terminées avant la cession et la Marque est donc vendue libre de droit de licence;

Therefore, both parties hereby agree as follows :

En conséquence, les deux parties ont convenu ce qui suit :

Article 1

For the purpose of this agreement, and unless the context clearly indicates otherwise, the word « Trademark » used with an initial capital letter means the pending and registered trademarks, listed in Schedule attached to this Agreement;

Dans le présent contrat et à moins que le contexte n'indique clairement le contraire, le terme Marque utilisé avec une lettre majuscule signifie les marques déposées et enregistrées, telles que listées dans l'Annexe jointe à ce Contrat ;

TRADEMARK

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Article 2

From the effective date of this agreement, the Assignor hereby sells to the Assignee who accepts, the entire property on the Trademark. Consequently, the Assignee will have, from the effective date of this agreement, the exclusive and complete use of the Trademark and will have the right to exploit, use, license and dispose of such as of any property belonging to him.

A compter de la date de validité du présent contrat, le Cédant cède au Cessionnaire qui accepte, la propriété pleine et entière sur la Marque. En conséquence, à compter de l'entrée en vigueur du présent accord, le Cessionnaire aura la pleine propriété de la Marque et le droit d'en faire usage, donner licence, jouir et disposer comme de chose lui appartenant et de l'exploiter comme bon lui semblera.

Article 3

The Assignee will have the right to institute, continue or defend, any suit or action dealing with the Trademark arising from any acts that occurred prior or subsequent to the present assignment.

To this end the Assignee assumes and is subrogated and substituted by the Assignor in all the Assignor's rights and actions.

Past Royalties due from the licensees for the usage of the Trademarks and still not paid, invoiced or accrued as at the effective date, remain due to the Assignor.

Le Cessionnaire aura le droit d'entreprendre, de reprendre ou de continuer, tant en demande qu'en défense, toutes actions ayant la Marque pour objet à raison d'actes ou faits antérieurs ou postérieurs à la présente cession.

A cet effet, le Cessionnaire est subrogé et substitué par le Cédant dans tous ses droits et actions, aussi bien en demande qu'en défense.

Les Royalties dues par les utilisateurs des Marques et encore non payées, facturées ou provisionnées à la date d'entrée en vigueur du contrat, restent de la compétence exclusive du Cédant.

Article 4

In consideration of the rights assigned as set forth in Articles 2 and 3 of this Agreement, Assignor shall grant a loan note to the Assignee in the amount of € ().

En compensation des droits cédés tels que décrits dans les articles 2 et 3 du présent Contrat, le Cédant doit accorder une note de prêt au cessionnaire d'un montant de € ().

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Article 5

The Assignor warrants that its rights in the Trademark have not been mortgaged, pledged, hypothecated, or encumbered by any lien or security interest interfering with this Assignment, that Assignor is the proprietor of the Trademarks and that the Assignor has full power to enter into this Agreement.

Le Cédant garantit que ses droits sur la Marque n'ont pas fait l'objet de nantissement, de gage, d'hypothèque ou d'un quelconque autre droit à une tierce partie s'opposant à la présente cession, que le Cédant est le titulaire de la Marque et qu'il a tout pouvoir pour entrer dans ce Contrat.

Article 6

This assignment shall be registered by or for the Assignee at the appropriate Administrative offices.

All registration, filing and other formalities shall be made by or for the Assignee at its expense with the Assignor's assistance.

All powers are given to the bearer of one original copy of this agreement to execute any such procedures, filings and other formalities.

Le présent contrat devra être inscrit par ou pour le Cessionnaire auprès des Offices administratifs concernés.

Toutes procédures d'inscription, de dépôts, ou toutes autres formalités, devront être effectuées aux seuls frais du Cessionnaire, avec l'assistance du Cédant.

Tous pouvoirs sont donnés au porteur d'un exemplaire original de ce contrat, pour remplir les formalités consécutives à la présente cession.

Article 7

The Parties agree that the terms of this Agreement should be kept confidential by each of them and shall not be disclosed directly or indirectly to any third party except for the purpose of taking legal advice, for use as evidence in any subsequent proceedings arising from a breach of this Assignment, for the purpose of preparation of any public accounts, records or returns, as may be required by any court of competent jurisdiction, and/or as agreed to in advance in writing by the Parties.

Les Parties conviennent que les termes de cet Accord doivent rester confidentiels par chacune d'entre elle et ne doivent pas être divulgués directement ou indirectement à des tiers, excepté pour obtenir un avis juridique, pour utilisation comme preuve dans toute procédure du fait d'une violation de cet Accord, pour préparation de tout compte public, enregistrement ou rapport

TRADEMARK

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pouvant être demandé par toute juridiction compétente, et/ou tel que convenu par écrit par les Parties.

Article 8

All sums payable to the Assignor under this Assignment are exclusive of VAT which shall where applicable be paid in addition at the rate in force at the effective date subject to the Assignor either supplying a sales tax invoice to the Assignee or informing Assignee of his sales tax registration number.

Toutes sommes dues au Cédant par ce contrat, sont hors TVA, qui lorsqu'elle est applicable, doit être payée en supplément du montant dû, selon le taux en vigueur au moment de la validité, sous réserve que le Cédant fournisse au Cessionnaire une facture du montant de la taxe, ou l'informe de son numéro d'enregistrement pour le versement de cette taxe.

Article 9

This agreement shall come into force at the effective date of January 1st 2006.

Le présent contrat entrera en vigueur à la date du 1^{er} Janvier 2006.

Article 10

This Agreement constitutes the entire and only agreement and understanding of the Parties and supersedes any previous agreement or understanding between the Parties (and any of them) relating to the subject matter of this Assignment.

Ce contrat constitue l'intégralité et le seul accord et volonté des Parties et prévaut sur tout accord antérieur ou volonté entre les Parties (et chacune d'entre elle) concernant l'objet de cette Cession.

Article 11

This Assignment agreement is subject to, governed by and construed in accordance with French Law.

In case of any dispute regarding this agreement which cannot be settled by amicable negotiations between the parties, the Court of Paris, France only shall be competent.

Le présent contrat est soumis au droit français.

TRADEMARK

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Tout litige s'y rapportant qui ne pourrait être résolu à l'amiable entre les parties, sera de la compétence exclusive de Tribunal de Grande Instance de Paris, France.

Article 12

This Assignment is worded in both English and French languages. The French version is non contractual; in case of dispute the English version only shall be considered and applied.

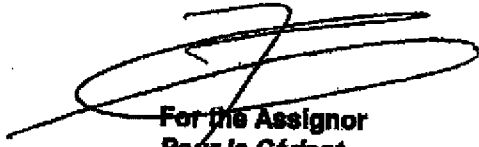
Cette Cession est rédigée en langues anglaise et française. La version française n'est pas contractuelle ; en cas de litige, seule la version anglaise sera prise en compte et appliquée.

In witness whereof, each of the parties hereto has caused this agreement to be executed in five original copies, one for each party, by its duly authorized officer or representative,

Fait en cinq exemplaires originaux, dont un pour chaque partie,

On December 21, 2005

Le 21 Décembre 2005



**For the Assignor
Pour le Cédant
(Mr Jan Eveleens)**



**For the Assignee
Pour le Cessionnaire
(Mr Alfred de Lessence)**

TRADEMARK

REEL: 003503 FRAME: 0772

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 25, 2006

PTAS

900061052A***900061052A***PETER M. EICHLER, ESQ.
16427 N. SCOTTSDALE ROAD
SUITE 300
SCOTTSDALE, AZ 85254-1597UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/25/2006

REEL/FRAME: 003416/0062
NUMBER OF PAGES: 8

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL EFFECTIVE 12212005

ASSIGNOR:

TECHNICOLOR VIDEOCASSETTE B.V.

DOC DATE: 12/21/2005
CITIZENSHIP: NETHERLANDS
ENTITY: CORPORATION

ASSIGNEE:

TECHNICOLOR TRADEMARK MANAGEMENT
SAS
46, QUAI ALPHONSE LE GALLO
BOULOGNE-BILLANCOURT, FRANCE 92100CITIZENSHIP: FRANCE
ENTITY: CORPORATION

003416/0062 PAGE 2

APPLICATION NUMBER: 78341630
REGISTRATION NUMBER:FILING DATE: 12/16/2003
ISSUE DATE:MARK: DIRECTORSVISION
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORMAPPLICATION NUMBER: 78587446
REGISTRATION NUMBER:FILING DATE: 03/15/2005
ISSUE DATE:MARK: SKYARC
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORMAPPLICATION NUMBER: 78691885
REGISTRATION NUMBER:FILING DATE: 08/12/2005
ISSUE DATE:MARK: MPCLA
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORMAPPLICATION NUMBER: 78691897
REGISTRATION NUMBER:FILING DATE: 08/12/2005
ISSUE DATE:MARK: MPCNY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORMAPPLICATION NUMBER: 76623272
REGISTRATION NUMBER:FILING DATE: 12/06/2004
ISSUE DATE:MARK: TECHNICOLOR
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORMAPPLICATION NUMBER: 76978007
REGISTRATION NUMBER:FILING DATE: 12/06/2004
ISSUE DATE:MARK: TECHNICOLOR
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORMAPPLICATION NUMBER: 76623271
REGISTRATION NUMBER:FILING DATE: 12/06/2004
ISSUE DATE:MARK: TECHNICOLOR
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORMAPPLICATION NUMBER: 76977905
REGISTRATION NUMBER:FILING DATE: 12/06/2004
ISSUE DATE:MARK: TECHNICOLOR
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORMAPPLICATION NUMBER: 76622800
REGISTRATION NUMBER:FILING DATE: 12/01/2004
ISSUE DATE:

MARK: TECHNISIGN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

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APPLICATION NUMBER: 76622801

FILING DATE: 12/01/2004

REGISTRATION NUMBER:

ISSUE DATE:

MARK: TECHNISIGN

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 76379231

FILING DATE: 03/05/2002

REGISTRATION NUMBER: 2928074

ISSUE DATE: 02/22/2005

MARK: MOVING ENTERTAINMENT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76379205

FILING DATE: 03/05/2002

REGISTRATION NUMBER: 2983503

ISSUE DATE: 08/09/2005

MARK: MOVING ENTERTAINMENT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78686040

FILING DATE: 08/04/2005

REGISTRATION NUMBER: 3131279

ISSUE DATE: 08/15/2006

MARK: MPC

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 76203086

FILING DATE: 01/31/2001

REGISTRATION NUMBER: 2654929

ISSUE DATE: 11/26/2002

MARK: TECHNICOLOR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75791724

FILING DATE: 09/01/1999

REGISTRATION NUMBER: 2413837

ISSUE DATE: 12/19/2000

MARK: TECHNICOLOR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75558699

FILING DATE: 09/24/1998

REGISTRATION NUMBER: 2496636

ISSUE DATE: 10/09/2001

MARK:

DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 78686024

FILING DATE: 08/04/2005

REGISTRATION NUMBER: 3125194

ISSUE DATE: 08/01/2006

MARK: THE MOVING PICTURE COMPANY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

TRADEMARK

REEL: 003503 FRAME: 0775

APPLICATION NUMBER: 76288884
REGISTRATION NUMBER: 2647119

FILING DATE: 07/23/2001
ISSUE DATE: 11/05/2002

MARK:
DRAWING TYPE: MISCELLANEOUS DESIGN

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APPLICATION NUMBER: 74470747
REGISTRATION NUMBER: 1947326

FILING DATE: 12/20/1993
ISSUE DATE: 01/09/1996

MARK: TECHNICOLOR
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 71649842
REGISTRATION NUMBER: 590018

FILING DATE: 07/03/1953
ISSUE DATE: 05/18/1954

MARK: TECHNISCÖPE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION



**Jennings
Strouss**

Jennings, Strouss & Salmon, P.L.C.

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www.jsslaw.com

PETER M. EICHLER, ESQ.

**DIRECT FAX:
480.663.2152**

DIRECT PHONE: 480.663.2163

FACSIMILE COVER SHEET

Date: 3-19-07 **Client/Matter No.** 55114-13
From: Victoria (Annie) Gregory, Paralegal **Phone Number:**
to Peter M. Eichler, Esq. **Direct Fax:** 480.663.2152

The original is being mailed. The original is not being mailed.

Total Number of Pages (Including Cover Page) Fifteen

RECIPIENT	FACSIMILE NO.	CONFIRMATION NO.
Assignment Services Corrective Division	Fax: 571-273- 0140	

Remarks: See attached for additional remarks. See attached for additional recipients.

Re: TECHNICOLOR TRADEMARK MANAGEMENT
Corrective Assignment
Our Ref: 55114-13

Attached please find the original Trademark Assignment documents plus the marks to be assigned (20 in all). If there is anything further you need, please contact me. Thank you for your help.

Regards,

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.