

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of the conveyance from "Assigns the entire interest and goodwill" to "security interest" previously recorded on Reel 001421 Frame 0761. Assignor(s) hereby confirms the recordation should have been for "security interest".		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matthews Studio Equipment, Inc.		07/27/1995	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Chemical Bank		
Street Address:	633 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1423764	CINE-VATOR	
Registration Number:	1422720	CRANK-O-VATOR	
Registration Number:	1423765	BEEFY BABY	
Registration Number:	1418228	MAFER CLAMP	
Registration Number:	1377992	CENTURY STAND	
Registration Number:	1377973	C STAND	
CORRESPONDENCE DATA			
Fax Number:	(818)981-4764		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	818-907-3284		
Email:	tgrinblat@lewithhackman.com		
Correspondent Name:	Tal Grinblat		
Address Line 1:	16633 Ventura Blvd., Suite 1100		

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TRADEMARK  
REEL: 003576 FRAME: 0542

Address Line 4: Encino, CALIFORNIA 91436

ATTORNEY DOCKET NUMBER:

7793-33

NAME OF SUBMITTER:

Tal Grinblat

Signature:

/Tal Grinblat/

Date:

07/09/2007

Total Attachments: 2

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**ASSIGNMENT FOR SECURITY  
(TRADEMARKS)**

WHEREAS, MATTHEWS STUDIO EQUIPMENT, INC., a California corporation (the "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Chemical Bank and the lenders (the "Lenders") party to the Credit Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented, the "Credit Agreement"), among Assignor, certain affiliates of Assignor, the Guarantors and the Lenders named therein, and Chemical Bank, as agent for the Lenders (in its capacity as agent herein referred to as "Assignee"), and Assignor has entered into a Security Agreement and Mortgage - Patents, Trademarks and Copyrights (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of the Assignors in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are subject to the terms and provisions set forth in the Agreement.

Assignee's address is 633 Third Avenue, New York, New York 10017.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 27th day of July, 1995.

MATTHEWS STUDIO EQUIPMENT, INC.

By: 

Name: CARLOS DE MATOS

Title: EXECUTIVE VICE PRESIDENT

DOC #1150494

RECORDED: 11/17/1995

TRADEMARK  
REEL: 1421 FRAME: 0763

TRADEMARK  
REEL: 003576 FRAME: 0544

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY  
(TRADEMARKS)MATTHEWS STUDIO EQUIPMENT, INC.

<u>Trademark:</u>	<u>Registration No.:</u>	<u>Registration Date:</u>
Foca-Mote	1,409,320	9/16/86
Crank-o-Vator	1,422,720	12/30/86
Cine-Vator	1,423,764	1/6/87
Beefy Baby	1,423,765	1/6/87
Mafer Clamp	1,418,228	11/25/86
C Stand	1,377,973	1/14/86
Century Stand	1,377,992	1/14/86
M & Design	1,262,259	12/27/83
Cam-Remote	1,274,191	4/17/84
Sports-Cam	1,380,232	1/28/86
Remote-Cam	1,380,231	1/28/86
Mini-Mote	1,383,109	2/18/86
Medi-Cam	1,380,233	1/28/86
ESS & Design	1,669,855	12/24/91

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