

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RealD Inc.		04/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	City National Bank, as administrative agent		
Street Address:	555 South Flower Street, 16th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3655937	3D SO BELIEVABLE IT'S UNBELIEVABLE	
Registration Number:	3529702	ALPS	
Registration Number:	2227501	COLORLINK	
Registration Number:	2704721	COLORQUAD	
Registration Number:	2675184	COLORSELECT	
Registration Number:	2675183	COLORSWITCH	
Registration Number:	2992172	CQ3	
Registration Number:	1824296	CRYSTALEYES	
Registration Number:	3931850		
Registration Number:	2983899	POLARCORRECT	
Registration Number:	3410242	REAL D	
Registration Number:	3931826	REAL D	
Registration Number:	3394224	SNAPWAVE	
Registration Number:	1632949	STEREOGRAPHICS	

Registration Number:	2591536	SYNTHAGRAM
Registration Number:	1456285	ZSCREEN
Serial Number:	85258703	CERTIFIED REAL D
Serial Number:	77783853	
Serial Number:	77783880	
Serial Number:	77783457	
Serial Number:	77783806	
Serial Number:	85232722	RDZ
Serial Number:	85264822	REAL D 3D
Serial Number:	85279213	STEP INSIDE
Serial Number:	77783843	

CORRESPONDENCE DATA

Fax Number: 2027393001
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-739-3000
Email: jennifer.evans@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	018450-0056
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jce/
Date:	05/02/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of April 19, 2012, by REALD INC. ("Grantor"), in favor of CITY NATIONAL BANK, as administrative agent for the Secured Parties (as defined below) (in such capacity, and together with any successor administrative agent hereunder, the "Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee, City National Bank, as letter of credit issuer (in its capacity as such, and together with any successor letter of credit issuer hereunder, the "L/C Issuer"), and the lenders party thereto from time to time (the "Lenders") (the Lenders, Administrative Agent, the L/C Issuer and certain other Persons parties to Related Swap Contracts collectively, the "Secured Parties") are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders and the L/C Issuer; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Stereographics Corporation, ColorLink Inc., and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

REALD INC.

By: 

Name: Michael V. Lewis

Title: Chairman and CEO

Agreed and Accepted
As of the Date First Written Above

CITY NATIONAL BANK,
as Administrative Agent

By: _____

Name: Garen Papazyan

Title: Senior Vice President

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

REALD INC.

By: _____
Name: Michael V. Lewis
Title: Chairman and CEO

Agreed and Accepted
As of the Date First Written Above

CITY NATIONAL BANK,
as Administrative Agent

By: Garen Papazyan
Name: Garen Papazyan
Title: Senior Vice President

SCHEDULE 1

Trademark Applications & Registered Trademarks

Country	Mark	Application No	Application Date	Registration No	Registration Date	Current Owner	Status	Expiration Date
United States	3D SO BELIEVABLE IT'S UNBELIEVABLE	78/727355	05-Oct-2005	3655937	14-Jul-2009	RealD Inc.	Registered	14-Jul-2019
United States	ALPS	77/095271	31-Jan-2007	3529702	11-Nov-2008	RealD Inc.	Registered	11-Nov-2018
United States	CERTIFIED REAL D & Design (w/color claim)	85/258703	04-Mar-2011			RealD Inc.	Allowed	
United States	COLORLINK	75/334448	01-Aug-1997	2227501	02-Mar-1999	RealD Inc.	Registered	02-Mar-2019
United States	COLORQUAD	78/108551	13-Feb-2002	2704721	08-Apr-2003	RealD Inc.	Registered	08-Apr-2013
United States	COLORSELECT	78/108612	13-Feb-2002	2675184	14-Jan-2003	RealD Inc.	Registered	14-Jan-2013
United States	COLORSWITCH	78/108607	13-Feb-2002	2675183	14-Jan-2003	RealD Inc.	Registered	14-Jan-2013
United States	CQ3	78/431332	07-Jun-2004	2992172	06-Sep-2005	RealD Inc.	Registered	06-Sep-2015
United States	CRYSTALEYES	74/401363	14-Jun-1993	1824296	01-Mar-1994	RealD Inc.	Registered	01-Mar-2014
United States	MISC. DESIGN (Robotic Toy Dog Wearing Glasses)	77/783853	17-Jul-2009			RealD Inc.	Allowed	
United States	MISC. DESIGN (Robotic Toy Dog Wearing Glasses)	77/783880	17-Jul-2009			RealD Inc.	Allowed	
United States	MISC. DESIGN (Robotic Toy Dog Wearing Glasses)	77/783899	17-Jul-2009	3931850	15-Mar-2011	RealD Inc.	Registered	15-Mar-2021
United States	MISC. DESIGN (Robotic Toy Dog)	77/783843	17-Jul-2009			RealD Inc.	Allowed	
United States	MISC. DESIGN (Robotic Toy Dog)	77/783457	17-Jul-2009			RealD Inc.	Allowed	
United States	MISC. DESIGN (Robotic Toy Dog)	77/783806	17-Jul-2009			RealD Inc.	Allowed	
United States	POLARCORRECT	78/241470	24-Apr-2003	2983899	09-Aug-2005	RealD Inc.	Registered	09-Aug-2015
United States	RDZ	85/232722	02-Feb-2011			RealD Inc.	Allowed	
United States	REAL D	78/318006	23-Oct-2003	3410242	08-Apr-2008	RealD Inc.	Registered	08-Apr-2018
United States	REAL D 3D	85/264822	11-Mar-2011			RealD Inc.	Allowed	
United States	realD Logo	77/776061	07-Jul-2009	3931826	15-Mar-2011	RealD Inc.	Registered	15-Mar-2021
United States	SNAPWAVE	77/131457	15-Mar-2007	3394224	11-Mar-2008	RealD Inc.	Registered	11-Mar-2018
United States	STEP INSIDE	85/279213	28-Mar-2011			RealD Inc.	Published	
United States	STEREOGRAPHICS	73/755118	30-Sep-1988	1632949	29-Jan-1991	RealD Inc.	Registered	29-Jan-2021
United States	SYNTHAGRAM	76/329477	24-Oct-2001	2591536	09-Jul-2002	RealD Inc.	Registered	09-Jul-2012
United States	ZSCREEN	73/634105	08-Dec-1986	1456285	08-Sep-1987	RealD Inc.	Registered	08-Sep-2017