

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
	PRIME FOCUS NORTH AMERICA, INC.		10/25/2012	CORPORATION: CALIFORNIA
	PRIME FOCUS WORLD N.V.		10/25/2012	LIMITED LIABILITY COMPANY: NETHERLANDS
	PRIME FOCUS VFX USA, INC.		10/25/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA				
Name:	SunTrust Bank, as Administrative Agent			
Street Address:	303 Peachtree Street, 32nd Floor			
City:	Atlanta			
State/Country:	GEORGIA			
Postal Code:	30308			
Entity Type:	CORPORATION: GEORGIA			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Serial Number:	85493181	PRIME FOCUS WORLD	
	Serial Number:	77824223	VIEW-D	
	Serial Number:	77824237	VIEW-D	
CORRESPONDENCE DATA				
Fax Number:	3102291001			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	310-728-3612			
Email:	dplucinski@akingump.com			
Correspondent Name:	Daniel F. Plucinski			
Address Line 1:	2029 Century Park East, Suite 2400			
Address Line 2:	Akin Gump Strauss Hauer & Feld LLP			
Address Line 4:	Los Angeles, CALIFORNIA 90067			

OP \$90.00 85493181

TRADEMARK

ATTORNEY DOCKET NUMBER:	F141904
NAME OF SUBMITTER:	Daniel F. Plucinski
Signature:	/Daniel F. Plucinski/
Date:	10/25/2012
Total Attachments: 8 source=Prime Focus.Trademark#page3.tif source=Prime Focus.Trademark#page4.tif source=Prime Focus.Trademark#page5.tif source=Prime Focus.Trademark#page6.tif source=Prime Focus.Trademark#page7.tif source=Prime Focus.Trademark#page8.tif source=Prime Focus.Trademark#page9.tif source=Prime Focus.Trademark#page10.tif	

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2012, is made by the entities identified on the signature page hereto as a Grantor (each, a "Grantor" and together, the "Grantors"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit Agreement, dated as of **October 25, 2012** (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time parties thereto, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee, among other things, the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto for each such Grantor, as such Schedule may be amended from time to time by the addition of Trademarks and Trademark Licenses subsequently arising or acquired;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, insurance proceeds and all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Future Rights. When each Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or otherwise adopts or acquires or enters into any Trademark or Trademark License, such Grantor shall report such filing, adoption, acquisition or entering into to the Administrative Agent and the other Secured Parties within fifteen (15) Business Days after the last day of the Fiscal Quarter in which such filing, adoption, acquisition or entering into occurs and such Grantor shall, at the cost and expense of such Grantor, execute and deliver an updated Schedule 1 hereto and any and all other agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the other Secured Parties' Lien and security interest in such Trademark or Trademark License and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, all acts as may be necessary to carry out the provisions and purposes of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens and security interest of the Administrative Agent granted pursuant to the Security Agreement, this Trademark Security Agreement, and the other Loan Documents. Such Grantor hereby constitutes the Administrative Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Security Termination.

Section 4. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty

and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Incorporation. The provisions of Sections 10.02 (Notices), 10.04 (Amendments in Writing), 10.05 (Successors and Assigns) and 10.06 (Severability) of the Security Agreement shall be incorporated into this Trademark Security Agreement as if set out in full and shall apply, *mutatis mutandis*, to the terms hereof.

Section 8. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without giving effect to the conflict of law principles thereof except Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PRIME FOCUS NORTH AMERICA, INC.,
as a Grantor

By: _____
Name: _____
Title: _____

PRIME FOCUS WORLD N.V.,
as a Grantor


By: _____
Name: _____
Title: _____

PRIME FOCUS VFX USA, INC.,
as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 
Name: Michael Vegh
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004888 FRAME: 0933

ACKNOWLEDGMENT

State of California
County of Los Angeles

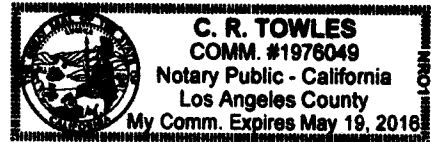
On 10/23/2012 before me, C.R. TOWLES, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared NAMIT MAHOLTRA,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations of Prime Focus North America, Inc.

1) REGISTERED TRADEMARKS

N/A

2) TRADEMARK APPLICATIONS

N/A

3) TRADEMARK LICENSES

N/A

Trademark Registrations of Prime Focus World N.V.

1) REGISTERED TRADEMARKS

a) PRIME FOCUS WORLD Int. Cls. 9, 35, 41, 42, filed December 12, 2011 in the United States (Application No. 85/493181).

2) TRADEMARK APPLICATIONS

a) PRIME FOCUS WORLD, filed May 24, 2012 in Canada (Application No. 1579105).

b) PRIME FOCUS WORLD Int. Cls. 9, 35, 41, 42, filed May 31, 2012 in India (Application No. 2340971).

c) PRIME FOCUS WORLD Int. Cls. 9, 35, 41, 42, filed May 29, 2012 in the UK (Application No. 2622979).

3) TRADEMARK LICENSES

N/A

Trademark Registrations of Prime Focus VFX USA, Inc.

1) REGISTERED TRADEMARKS

a) VIEW-D Int. Cl. 09, filed September 10, 2009 in the United States (Application No. 77/824223).

b) VIEW-D Int. Cl. 41, filed September 10, 2009 in the United States (Application No. 77/824237).

[SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT]

2) TRADEMARK APPLICATIONS

N/A

3) TRADEMARK LICENSES

N/A

[SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT]