

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
DDMG Estate	FORMERLY Digital Domain Media Group, Inc.	01/11/2013	CORPORATION: FLORIDA
DDSGI Estate	FORMERLY Digital Domain Stereo Group, Inc.	01/11/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	RealD DDMG Acquisition, LLC
Street Address:	100 North Crescent Drive
Internal Address:	Suite 200
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2644205	DIMENSIONALIZATION
Registration Number:	3072431	DIMENSIONALIZED
Registration Number:	3755067	IN-THREE
Registration Number:	3751612	THE DIMENSIONALISTS
Serial Number:	77849344	DEPTH GRADING
Serial Number:	85207101	DECOMP
Serial Number:	85207108	DECOMPOSITE
Serial Number:	85207088	INTRIGUE
Serial Number:	85207121	QUICK THREE
Serial Number:	85207126	QUICK3
Serial Number:	85207130	IN3GUE

CH \$290.00 2644205

CORRESPONDENCE DATA

Fax Number: 3102037199

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-277-1010

Email: jwald@irell.com, mcohen@irell.com

Correspondent Name: Jane Shay Wald

Address Line 1: 1800 Avenue of the Stars

Address Line 2: Suite 900

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	162290-0001
NAME OF SUBMITTER:	Jane Shay Wald
Signature:	/Jane Shay Wald/
Date:	01/11/2013
Total Attachments: 5 source=trademarkassignment#page1.tif source=trademarkassignment#page2.tif source=trademarkassignment#page3.tif source=trademarkassignment#page4.tif source=trademarkassignment#page5.tif	

TRADEMARK ASSIGNMENT

Assignors: Digital Domain Media Group, Inc.
Digital Domain Stereo Group, Inc.

Assignee: RealD DDMG Acquisition, LLC

ASSIGNMENT OF TRADEMARKS AND RELATED RIGHTS

Effective as of 12:34 p.m. Pacific Time on the 11th day of January, 2013 (the “**Closing Time**”), DDMG Estate (formerly known as Digital Domain Media Group, Inc.), a Florida corporation (“**Media**”) and DDSGI Estate (formerly known as Digital Domain Stereo Group, Inc.), a Florida corporation and a wholly-owned subsidiary of Media (“**Stereo**,” and together with Media, the “**Assignors**”), each of the Assignors being a Debtor and Debtor in Possession under Case No. 12-12568 (BLS) (the “**Case**”) in the United States Bankruptcy Court for the District of Delaware are executing this Assignment of Trademarks and Related Rights (the “**Assignment**”) in favor of RealD DDMG Acquisition, LLC (the “**Assignee**”), with respect to the following facts and circumstances:

(A) Assignors (as the “**Sellers**” thereunder) and RealD Inc. (for itself and on behalf of Assignee as “**Buyer**” thereunder) have heretofore entered into that certain Purchase and Sale Agreement dated as of December 17, 2012 (as amended from time to time, the “**Agreement**”), pursuant to which Assignor did agree to sell, convey, transfer, assign and deliver to Assignee all of Assignors' legal and beneficial right, title and interest, if any, in and to the Trademarks, including, without limitation, the trademarks and service marks listed on Schedule 1.2 attached hereto. Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms have when used in the Agreement.

(B) Concurrently with the execution and delivery of this Assignment, Assignors and Assignee are consummating the transactions contemplated by the Agreement. Pursuant to Section 3.3.3 of the Agreement, Assignors are required to execute and deliver this Assignment at the Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign, sell and transfer unto Assignee, all of their respective right, title and interest (including common law rights), if any, in and to the Trademarks, together with any goodwill associated therewith, and any right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignors had this assignment not been made.

Notwithstanding anything to the contrary herein, Assignors and Assignee are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the disclaimers and acknowledgments set forth in Section 7 thereof). Nothing in this Assignment shall be deemed to limit or affect in any way RealD's, Assignee's and Assignors' agreements, obligations and understandings set forth in the Agreement (including, without limitation, the guaranty made and given by RealD pursuant to Section 9.14 thereof).

TRADEMARK ASSIGNMENT

Assignors: Digital Domain Media Group, Inc.
Digital Domain Stereo Group, Inc.

Assignee: RealD DDMG Acquisition, LLC

This Assignment is unconditional and irrevocable, and shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignors and Assignee.

This Assignment may be made of record by Assignee with any government and/or administrative authorities, including, without limitation, in the United States Patent and Trademark Office.

In the event that Assignors or Assignee bring an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing Party(ies) in that action or proceeding shall be entitled to have and recover from the non-prevailing Party(ies) all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing Party(ies) may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment may be executed in counterparts and delivered by the delivery of facsimile signatures; provided, however, that if the Parties exchange facsimile signatures, each of them agrees to provide the other with a copy of this Assignment bearing their original signature promptly thereafter.

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TRADEMARK ASSIGNMENT


Assignors: Digital Domain Media Group, Inc.
Digital Domain Stereo Group, Inc.

Assignee: RealD DDMG Acquisition, LLC


IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the Closing Time set forth above.

ASSIGNORS:

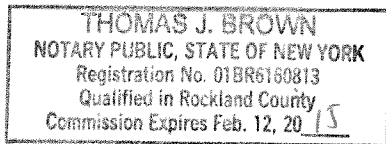
DDMG Estate (f/k/a Digital Domain Media Group, Inc.), Debtor and Debtor in Possession

By: 
Name: Mike Katzenstein
Title: Chief Restructuring Officer

DDSGI Estate (f/k/a Digital Domain Stereo Group, Inc.), Debtor and Debtor in Possession

By: 
Name: Mike Katzenstein
Title: Chief Restructuring Officer

NOTARY ATTESTATION OF ASSIGNORS' SIGNATURES:



Thomas J Brown
1/7/13

TRADEMARK ASSIGNMENT


Assignors: Digital Domain Media Group, Inc.
Digital Domain Stereo Group, Inc.

Assignee: RealD DDMG Acquisition, LLC

ASSIGNEE:

**RealD DDMG Acquisition, LLC
a Delaware limited liability company**

**By: RealD Inc.,
its Manager and sole Member**

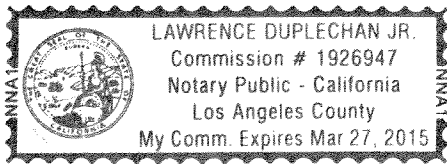
By: 
Name: Craig Gatarz
Its: Executive Vice President and General Counsel

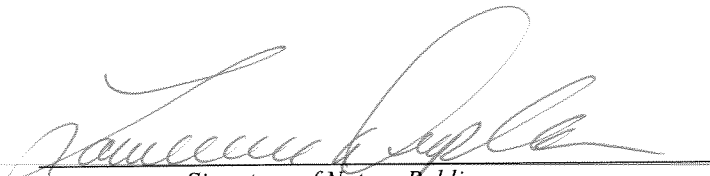
State of California)
) ss.
County of Los Angeles)

On January 2, 2013, before me, Lawrence Duplechan, Jr., Notary Public, personally appeared CRAIG GATARZ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 of Notary Public

Place Notary Seal Above