

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
Panavision Imaging, LLC		12/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Dynamax Imaging, LLC		
Street Address:	37 Coach Side Lane		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3360406	XTREMEPIX	
Registration Number:	3142991	QUADHD	
Registration Number:	2583034	ACS	
Registration Number:	3570576	DYNAMAX	
CORRESPONDENCE DATA			
Fax Number:	8049167270		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	804-916-7160		
Email:	traemarksri@leclairryan.com		
Correspondent Name:	Edward T. White, LeclairRyan		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	39380.0001		

CH \$115.00 3360406

900246851

TRADEMARK
REEL: 004961 FRAME: 0956

NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	02/13/2013
Total Attachments: 6 source=2012-12-18 Trademark Assignment#page1.tif source=2012-12-18 Trademark Assignment#page2.tif source=2012-12-18 Trademark Assignment#page3.tif source=2012-12-18 Trademark Assignment#page4.tif source=2012-12-18 Trademark Assignment#page5.tif source=2012-12-18 Trademark Assignment#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, is made and is effective as of the 18th day of December 2012 ("*Effective Date*") by and between Panavision Imaging, LLC, a Delaware limited liability company with an office located at One Technology Place, Homer, New York 13077 ("*Assignor*") and Dynamax Imaging, LLC, a Delaware limited liability company with an office located at 37 Coach Side Lane, Pittsford, NY 14534 ("*Assignee*").

WHEREAS, Assignor is now conducting a sale of certain assets, including the trademarks identified in **Schedule A** hereto (the "*Assigned Trademarks*"), to Assignee pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee dated as of December 13, 2012 (the "*Asset Purchase Agreement*") (capitalized terms used herein shall have the meaning given to them in the Asset Purchase Agreement); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, the parties have decided to enter into a formal agreement covering the assignment and transfer of the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, and transfers Assignor's entire right, title, and interest, if any, in and to the Assigned Trademarks to Assignee, including, without limitation, the following:
 - a. The common law trademark rights associated with the Assigned Trademarks, any and all trademark applications associated with such marks, any and all United States trademark applications associated with such marks, any and all common law trademarks associated with the Assigned Trademarks, and any foreign trademark rights associated with such marks, including the goodwill embodied with all of these marks, any and all stylized and typed versions of these marks, the right to obtain further trademark registrations related thereto;
 - b. Any and all copyrights associated with the packaging and advertising of products used in connection with the Assigned Trademarks, including but not limited to the right to obtain subsequent registrations of copyright therein with the United States Copyright Office, rights in all variations or any other derivative or similar artwork, and all rights corresponding thereto throughout the world, including the right to sue for infringement of these copyrights, including any and all past infringements and damages resulting therefrom; and
 - c. Any and all trade dress rights associated with the packaging and advertising of products used in connection with the Assigned Trademarks and all rights corresponding thereto throughout the world, including the right to sue for infringement of these trade dress rights, and including any and all past infringements and damages resulting therefrom.

2. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Assigned Trademarks and to bring any proceeding in the United States Trademark Office or any foreign trademark office, or any equivalent agency in any country, for cancellation or opposition or other proceeding in connection with said Assigned Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignee and its affiliates had this assignment not been made.

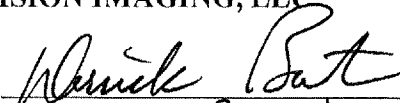
3. Assignor hereby requests that the Commissioner of Trademarks of the United States and any Official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor record Assignee as the owner of the marks and to issue all registrations for said marks, to be in the name of Assignee, as assignee of the marks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on this 18th day of December 2012.

ASSIGNOR:

PANAVISION IMAGING, LLC

By: 
Name: DERRICK BOSTON
Title: PRESIDENT & CEO

Place of Execution: Woodland Hills, CA

ACKNOWLEDGED AND ACCEPTED this Trademark Assignment from Assignor on this ___ day of December 2012.

ASSIGNEE:

DYNAMAX IMAGING, LLC

By: _____
Name: _____
Title: _____

Place of Execution: _____

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on this _____ day of December 2012.

ASSIGNOR:

PANAVISION IMAGING, LLC

By: _____

Name:

Title:

Place of Execution: _____

ACKNOWLEDGED AND ACCEPTED this Trademark Assignment from Assignor on this 18th day of December 2012.

ASSIGNEE:

DYNAMAX IMAGING, LLC

By:  _____

Name: *Liang "Jim" Tan*

Title: *President & CEO*

Place of Execution: *Rochester, NY*

Schedule A

See Attached

<u>Mark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Country</u>	<u>Owner</u>	<u>Expiration Date</u>	<u>Issued</u>	<u>Filing Date</u>
XTREMEPIX	3,360,406	78/453067	U.S.	Panavision Imaging, LLC	12/25/2017	12/25/2007	7/19/2004
QUADHD	3,142,991	78/387106	U.S.	Panavision Imaging, LLC	9/12/2016	9/12/2006	3/18/2004
ACS	2,583,034	75/839458	U.S.	Panavision Imaging, LLC	6/18/2012	6/18/2002	11/2/1999
DYNAMAX	3,570,576	77/291,918	U.S.	Panavision Imaging, LLC	2/3/2019	2/3/2009	9/28/2007
DYNAMAX	1,229,660	1,229,660	Australia	Panavision Imaging, LLC	3/12/2018	3/12/2008	3/12/2008
DYNAMAX	785786	785786	New Zealand	Panavision Imaging, LLC	9/28/2017	9/8/2007	3/12/2008
DYNAMAX	40-0788818	40-2008-0014521	South Korea	Panavision Imaging, LLC	5/14/2019	5/14/2009	3/25/2008
DYNAMAX	01339405	097010881	Taiwan	Panavision Imaging, LLC	11/30/2018	12/1/2008	3/12/2008
DYNAMAX	6755821	006755821	EUROPEAN	Panavision Imaging, LLC	3/14/2018	4/7/2009	3/14/2008
DYNAMAX	5261041	2008023728	Japan	Panavision Imaging, LLC	8/28/2019	8/28/2009	3/28/2008
DYNAMAX	TMA809588	1,389,080	Canada	Panavision Imaging, LLC		10/20/2011	3/28/2008