

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legend3D, Inc.		05/21/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PAR Investment Partners, L.P.		
Street Address:	One International Place		
Internal Address:	Suite 2401		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4012947	LEGEND 3D	
Registration Number:	2834541	LEGEND FILMS	
Registration Number:	2929710	LEGEND FILMS	
Registration Number:	4363389	STEREO WORKS	
Registration Number:	4360099	STEREO WORKS	
Serial Number:	85958312	LEGEND HOME ENTERTAINMENT	
Registration Number:	4466591	L3D	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2149694804		
Email:	aashley@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	2727 North Harwood Street		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	876245-605003		
NAME OF SUBMITTER:	David L. Odom		
SIGNATURE:	/David L. Odom/		

CH \$190.00 4012947

DATE SIGNED:	05/22/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of May 21, 2014 is made between Legend3D, Inc. a California corporation (the "*Grantor*"), and PAR Investment Partners, L.P., as collateral agent (together with its successor(s) thereto in such capacity, the "*Collateral Agent*") for each of the Lenders.

WITNESSETH:

WHEREAS, the Grantor and the Collateral Agent, among others, are parties to the Amendment and Restatement and Note Agreement, dated as of May 21, 2014 (as amended, supplemented or otherwise modified from time to time, the "*Financing Agreement*"), with the Lenders party thereto;

WHEREAS, in connection with the Financing Agreement, the Grantor has executed and delivered the Security Agreement, dated as of May 21, 2014 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to execute and perform under the Financing Agreement, the Grantor agrees, for the benefit of each Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for the benefit of the Lenders, and hereby grants to the Collateral Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "*Trademark Collateral*");

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-

law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a “*Trademark*”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, “*Trademark Collateral*” shall not include (i) any “**intent-to-use**” Trademark applications, or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

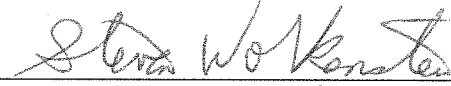
Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for the benefit of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

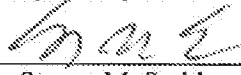
LEGEND3D, INC.

By: 
Name: STEVEN WOLKENSTEIN
Title: Chief Financial Officer

**PAR INVESTMENT PARTNERS, L.P., as
Collateral Agent**

By: PAR Group, L.P.
as its general partner

By: PAR Capital Management, Inc.
as its general partner

By: 
Name: Steven M. Smith
Its: Chief Operating Officer and General
Counsel

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005285 FRAME: 0404**

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Country	Status/Serial Number	Registered #	Title
US			
US	Status: Registered Filed: 8/4/2009 Serial #: 77796763	Registered: 8/16/2011 Reg. #: 4012947	Title: LEGEND 3D
US	Status: Registered Filed: 4/3/2003 Serial #: 78233749	Registered: 4/20/2004 Reg. #: 2834541 Assigned to Snowfall, Inc. on 4/22/2014	Title: LEGEND FILMS
US	Status: Registered Filed: 4/3/2003 Serial #: 78233554	Registered: 3/1/2005 Reg. #: 2929710 Assigned to Snowfall, Inc. on 4/22/2014	Title: LEGEND FILMS
US	Status: Registered Filed: 5/14/2012 Serial #: 85624904	Registered: 07/09/2013 Reg. #: 4363389	Title: STEREO WORKS (Logo)
US	Status: Registered Filed: 5/14/2012 Serial #: 85624987	Registered: 07/02/2013 Reg. #: 4360099	Title: STEREO WORKS
US	Status: Pending Filed: 6/12/2013 Serial #: 85958312	Allowed	Title: LEGEND HOME ENTERTAINMENT
EU, China, Russia, India	Status: Registered Filed: 7/24/2013 Serial #: A0037049	Registered: 7/24/2013 Reg. #: 1179332	Title: LEGEND HOME ENTERTAINMENT
US	Status: Registered Filed: 8/1/2013 Serial #: 86025875	Registered: 07/02/2013 Reg. #: 4466591	Title: L3D
EU, China, Russia, India	Status: Registered Filed: 8/28/2013 Serial #: A0037712	Registered: 8/28/2013 Reg. #: 1176765	Title: L3D
EU, China, Russia, India	Status: Registered Filed: 8/28/2013 Serial #: A0037732	Registered: 8/28/2013 Reg. #: 1176618	Title: LEGEND 3D
EU, China, Russia, India	Status: Registered Filed: 8/28/2013 Serial #: A0037737	Registered: 8/28/2013 Reg. #: 1177150	Title: STEREO WORKS