

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIMA CINEMA, INC.		03/26/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	IMAX CORPORATION		
Street Address:	2525 SPEAKMAN DRIVE		
City:	MISSISSAUGA, ONTARIO		
State/Country:	CANADA		
Postal Code:	L5K 1B1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77952678	PRIMA	
Serial Number:	77952676	PRIMA CINEMA	
Serial Number:	85003399	PRIMA CINEMA	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	Nader Dabbo		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	4116/29		
NAME OF SUBMITTER:	NADER DABBO		
SIGNATURE:	/NADER DABBO/		
DATE SIGNED:	05/27/2014		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 26, 2014 by and between PRIMA CINEMA, INC., a Delaware corporation ("*Grantor*") and IMAX CORPORATION (the "*Secured Party*").

RECITALS

A. Secured Party has made and may in the future make certain advances of money to Grantor (the "*Loan*") in the amount and manner set forth in that Secured Subordinated Convertible Promissory Note executed by Grantor in favor of Secured Party (collectively, as the same may be amended, modified or supplemented from time to time, the "*Note*") and that certain Note Purchase Agreement, of even date hereof, by and between Grantor and Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). Secured Party is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Note and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure the Secured Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding the foregoing, the grant, assignment and transfer of a security interest as provided herein shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in

addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

In all respects, including all matters of construction, validity and performance, this Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of a different jurisdiction. Holder may protect and enforce its rights set forth herein only through the dispute resolution procedures set forth in Section 7.3 of the Purchase Agreement.

This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

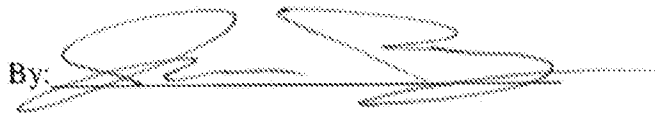
[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

ADDRESS OF GRANTOR

1600 Rosecrans Avenue
Media Center, 4th Floor
Manhattan Beach, CA 90266

PRIMA CINEMA, INC.

By: 

Printed Name: Jason Pang

Title: Chief Executive Officer

SECURED PARTY

IMAX CORPORATION

By:

Name:

Title:

IMAX CORPORATION

By:

Name:

Title:

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1600 Rosecrans Avenue
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Manhattan Beach, CA 90266

PRIMA CINEMA, INC.

By: _____

Printed Name: Jason Pang

Title: Chief Executive Officer

SECURED PARTY


IMAX CORPORATION

By:  _____

Name: Ed MacNeil
Senior Vice President, Finance

Title:

IMAX CORPORATION

By:  _____

Name: Carrie Lindzon - Jacobs
Executive Vice President
Human Resources

Title:

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
Secure Device Authentication Protocol (USPTO Provisional Filing)	US App # 13/267,265	2011-Oct-06
Creation and Playback of Segmented Multimedia Files (USPTO Provisional Filing)	US App #: 13/356,367	2012-Jan-23
Multi-factor Device Authentication (USPTO Provisional Filing)	US App # 13/357,000	2012-Jan-24
Secure Delivery of Digital Information to a Remote Device (USPTO Provisional Filing)	US App # 13/359,845	2012-Jan-27

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
“PRIMA” (Word) US Filing (Section 1(b) ITU) in Classes 09, 38 & 41	Notice of Allowance SN: 77-952,678	2011-Dec-06
“PRIMA CINEMA” (Word) US Filing (Section 1(b) ITU) in Classes 09, 38 & 41	Notice of Allowance SN: 77-952,676	2011-Dec-06
“PRIMA CINEMA” (Logo) US Filing (Section 1(b) ITU) in Classes 09, 38 & 41	Notice of Allowance SN: 85-003,399	2011-Dec-06
“PRIMA” (Word) International Application (Madrid Protocol) in Classes 09, 38 & 41 designating Russia, , China & Japan	N/A	2010-Sep-07; Claims priority to US Filing Date 2010- March-08
Russia	Reg No: 1053078	Reg Date: 2011- Nov-29
China	Filing No: 9992471 & 9992472	Filing: 2011- Sep-22
Japan	Reg No: 5475184	Reg Date: 2012- Mar-02
“PRIMA” (Word) Hong Kong Registration in Classes 09, 38 & 41	Reg No 301708920	Reg Date 2010- Sep-07
“PRIMA” (Word) India Filing in Classes 09, 38 & 41	In Process	
“PRIMA” (Word) Brazil Filing in Classes 09, 38 & 41	In Process	
“PRIMA” (Word) Qatar Filing in Classes 09, 38 & 41	In Process	
“PRIMA CINEMA” (Logo) EU CTM Filing in Classes 09, 38 & 41	Reg No: 009878786	Reg Date: 2011- Apr-08