

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM325910

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Revolution Display, LLC		12/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
Full Throttle Films, LLC		12/11/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86220734	CINEVERSE
Registration Number:	3292256	STEALTH
Registration Number:	4199440	ADVANTAGE
Registration Number:	3609093	STEALTH
Registration Number:	3609092	PIXEL CURTAIN
Registration Number:	3025887	VER
Registration Number:	1281378	FULL THROTTLE FILMS
Serial Number:	86259444	REVEAL
Serial Number:	85887090	
Serial Number:	85877814	REVOLUTION DISPLAY
Serial Number:	85877803	REVOLUTION DISPLAY

CORRESPONDENCE DATA

Fax Number: 6179518736

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.

Phone: 6179518000

Email: jennifer.kagan@morganlewis.com

TRADEMARK

Correspondent Name:	Jennifer Kagan
Address Line 1:	One Federal Street
Address Line 2:	Morgan, Lewis & Bockius LLP
Address Line 4:	Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Jennifer Kagan
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SIGNATURE:	/jenniferkagan/
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DATE SIGNED:	12/11/2014
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Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of Full Throttle Films, LLC, a Delaware limited liability company and Revolution Display, LLC, a Delaware limited liability company (each, the “Grantor” and collectively, the “Grantors”) with principal offices at 912 Ruberta Avenue, Los Angeles, California, hereby pledges and grants (this “Grant”) to Wilmington Trust, National Association, as Collateral Agent, with offices at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, (the “Grantee”), for the benefit of the Secured Creditors (as such term is defined in the Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) the trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof (but prior to the Termination Date) for infringement of any of the Marks or unfair competition regarding the same (collectively, the “Mark Collateral”). With respect to United States Marks, notwithstanding the foregoing in no event shall Mark Collateral include any “intent to use” Mark application for which a statement of use has not been filed (but only until such statement is filed and accepted by the United States Patent and Trademark Office whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Mark Collateral).

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantors, as such term is defined in the U.S. Security Agreement among the Grantors, the other Grantors from time to time party thereto and the Grantee, dated as of December 11, 2014 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Grant, the terms of Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

FULL THROTTLE FILMS, LLC,
as Grantor

By: 

Name: Steven M. Hankin

Title: Chief Executive Officer

[Signature Page to Trademark Grant]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

REVOLUTION DISPLAY, LLC,
as Grantor

By: 

Name: Steven M. Hankin

Title: Chief Executive Officer

[Signature Page to Trademark Grant]

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: _____

Name:

Renee Kuhl

Title:

Vice President



SCHEDULE A

United States Trademarks and Applications

Full Throttle Films, LLC

Mark	Country	Serial No.	Filing Date	Registration No.	Registration Date
CINEVERSE	US	86/220734	3/13/14		
ADVANTAGE	US	85/283109	3/31/11	4199440	8/28/12
STEALTH	US	78/899685	6/2/06	3292256	9/11/07
STEALTH	US	76/661016	6/5/06	3609093	4/21/09
PIXEL CURTAIN	US	76/661015	6/5/06	3609092	4/21/09
VER	US	76/613615	9/23/04	3025887	12/13/05
FULL THROTTLE FILMS	US	73/423028	4/25/83	1281378	6/12/84

Revolution Display, LLC

Mark	Country	Serial No.	Filing Date	Registration No.	Registration Date	Class	Status
REVEAL	US	86/259,444	22-Apr-2014			9	Pending
							
Revolution Display Logo	US	85/887,090	26-Mar-2013			40, 42	Allowed
REVOLUTION DISPLAY	US	85/877,814	15-Mar-2013			40, 42	Allowed
							
Revolution Display and Design	US	85/877,803	15-Mar-2013			40, 42	Allowed