

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RealD Inc.		10/26/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RealD Spark, LLC		
Street Address:	100 N. Crescent Drive		
Internal Address:	Suite 200		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86741060	FOR YOUR EYES ONLY	
Serial Number:	86741053	INTELILIGHT	
Serial Number:	86741049	REALD INTELILIGHT	
Serial Number:	87023669	SOCIALEYES	
Serial Number:	87174112	FACESENSE	
CORRESPONDENCE DATA			
Fax Number:	7145135130		
<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:	714-424-2822		
Email:	uspto-tm-oc@sheppardmullin.com		
Correspondent Name:	Pam Fowlie c/o Sheppard Mullin		
Address Line 1:	650 Town Center Dr.		
Address Line 2:	Fourth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	23TY-154436		
NAME OF SUBMITTER:	Pamela Fowlie		
SIGNATURE:	/pf/		
DATE SIGNED:	11/16/2016		

CH \$140.00 86741060

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into and made effective as of October 26, 2016, by and between RealD Inc., a Delaware corporation ("Assignor") and RealD Spark, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the parties hereto have entered into that certain Contribution Agreement dated October 26, 2016, whereby Assignor agreed to assign to Assignee, among other things, the United States trademark applications as set forth in Schedule A attached hereto (the "Marks").

WHEREAS, in connection with the assignment of the Marks the parties wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks together with all of the goodwill of Assignor's business symbolized by or associated with the marks to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor sells, assigns, transfers, and sets over to Assignee, and its lawful successors and assigns, Assignor's entire right, title, and interest throughout the world in and to the Marks, including, without limitation, any and all registrations, applications, and/or common law rights for the Marks, together with all of the goodwill of Assignor's business symbolized by or associated with the Marks, and any and all income, royalties, damages, and payments due, payable and/or recoverable with respect thereto, including for any infringement of the Marks.

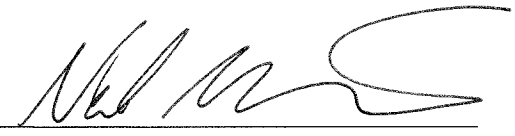
2. Assignor will do all things reasonably necessary, proper, or advisable, including without limitation the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a jurisdiction-by-jurisdiction basis, to assist Assignee in obtaining, perfecting, sustaining, or enforcing the Marks.

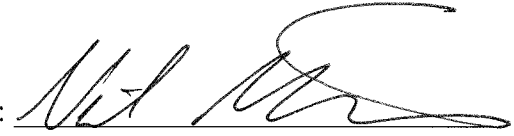
3. This Trademark Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment to be executed by a duly authorized officer on the dates specified below.

RealD Inc.

RealD Spark, LLC

By: 

By: 

Name: Neil Mothew
Title: Vice President, Intellectual Property

Name: Neil Mothew
Title: Vice President

SCHEDULE A

REALD INC.'S U.S. TRADEMARKS

Mark	Date of 1 st Use	(Class) Description of Goods/Services	Application No. Filing Date
FOR YOUR EYES ONLY	Intent to Use	(<u>INT. CL.</u> 9) Direct view liquid crystal displays (LCD) with light field directing characteristics.	86741060 28-AUG-2015
INTELILIGHT	Intent to Use	(<u>INT. CL.</u> 9) Direct view liquid crystal displays (LCD) with light field directing characteristics.	86741053 28-AUG-2015
REALD INTELILIGHT	Intent to Use	(<u>INT. CL.</u> 9) Direct view liquid crystal displays (LCD) with light field directing characteristics.	86741049 28-AUG-2015
SOCIALEYES	Intent to Use	(<u>INT. CL.</u> 9) Video conferencing devices; telecommunications hardware and software for video conferencing in the nature of display devices, stereoscopic cameras, and image correction software.	87023669 03-MAY-2016
FACESENSE	Intent to Use	(<u>INT. CL.</u> 9) Computer software and hardware for the scanning and recognition of facial images; Computer software and hardware for improving the safety and security of automobile drivers and passengers.	87174112 16-SEP-2016