

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE TIFFEN COMPANY LLC		08/10/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WEBSTER BUSINESS CREDIT CORPORATION		
Street Address:	360 LEXINGTON AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 94			
Property Type	Number	Word Mark	
Registration Number:	4847613	XLE SERIES AXENT	
Registration Number:	4847614	XLE SERIES APEX	
Registration Number:	4847615	XLE SERIES ADVANTIX	
Registration Number:	4128770	HELPING CREATE THE WORLD'S GREATEST IMAG	
Registration Number:	4552558	POCKETFLEX	
Registration Number:	4560988	GEARPROTEX	
Registration Number:	4553242	DOMKE GEARPROTEX	
Registration Number:	2559810	CASELITE	
Registration Number:	1178993	TOTA-LIGHT	
Registration Number:	2709104	RIFA-LITE	
Registration Number:	2986239	EGO	
Registration Number:	3448674	RIFA	
Registration Number:	3448676	RIFA EX	
Registration Number:	1992950	STEADICAM	
Registration Number:	2054446	PROVID	
Registration Number:	993388	FL-D	
Registration Number:	4163663	ISO-ELASTIC	
Registration Number:	2818113	ULTRA BRITE	
Registration Number:	824851	TIFFEN	
TRADEMARK			

OP \$2365.00 4847613

Property Type	Number	Word Mark
Registration Number:	993387	FL-B
Registration Number:	1546232	LL-D
Registration Number:	2400595	ULTRA POL
Registration Number:	2489623	DIFFUSION/FX
Registration Number:	2137809	TIFFEN
Registration Number:	1973118	OUTPACK
Registration Number:	1947850	ZING DESIGNS
Registration Number:	1945809	PRO-MIST
Registration Number:	1903383	FILTERFLEX
Registration Number:	1119938	SR
Registration Number:	1851907	TMC
Registration Number:	4129820	LOWEL PRIME
Registration Number:	1344142	TIFFEN
Registration Number:	1303496	812
Registration Number:	2288700	DOMKE
Registration Number:	1273170	VIDEO EFFECT
Registration Number:	1109222	COLOR-GRAD
Registration Number:	1097269	SAUNDERS
Registration Number:	4162192	STEADIPROMPT
Registration Number:	1879574	SOFT/FX
Registration Number:	4359290	STEADICAM SHADOW
Registration Number:	3415325	DIGITAL HT
Registration Number:	3929749	TRAVERSE
Registration Number:	4013135	PROGRIP
Registration Number:	3932476	STEADICAM TANGO
Registration Number:	3956036	STEADICAM ZEPHYR
Registration Number:	3942283	ZEPHYR
Registration Number:	3942285	SMOOTHEE
Registration Number:	4013787	STEADICAM SCOUT
Registration Number:	4274491	LISTEC
Registration Number:	4404067	LOWEL GL-1
Registration Number:	3781150	STEADICAM
Registration Number:	4369779	FAWCETT EXOVEST
Registration Number:	3848815	IMAGE MAKER
Registration Number:	4370037	STEADICAM SHADOW
Registration Number:	4406583	PROMPTWARE PLUS
Registration Number:	4406578	PROMPTWARE
Registration Number:	4464051	PEARLESCENT

Property Type	Number	Word Mark
Registration Number:	4479046	PROMPTZ
Registration Number:	4618236	STEADICAM SOLO
Registration Number:	4512582	BLACK SATIN
Registration Number:	4512581	SATIN
Registration Number:	4466502	DAVIS & SANFORD
Registration Number:	4510412	PROMPTXPRESS
Registration Number:	4369778	EXOVEST
Registration Number:	3402768	STEADICAM PILOT
Registration Number:	2970314	STEADY STICK
Registration Number:	3349427	SOFT/FX
Registration Number:	3128077	STEADICAM MERLIN
Registration Number:	3085030	STEADICAM FLYER
Registration Number:	3276931	TIFFEN DIGITAL ULTRA CLEAR
Registration Number:	3346188	POWER CUBE
Registration Number:	3354308	STEADICAM ULTRA 2
Registration Number:	3306361	SOFTNET
Registration Number:	3656334	PROVISTA
Registration Number:	3395575	VISTA
Registration Number:	3948647	STEADICAM SMOOTHIE
Registration Number:	622210	HI-TRANS
Registration Number:	2921587	SWITCHGRIP
Registration Number:	4622465	TIFFEN SPLITSCREEN
Registration Number:	4174846	COLORCORE
Registration Number:	3531977	SURELOCK
Registration Number:	3440543	TIFFEN DFX
Registration Number:	3541595	DAVIS & SANFORD CARBONLITE
Registration Number:	3602277	STROBOFRAME
Registration Number:	3719680	FLYER-LE RED
Registration Number:	3819202	PHOTO FX
Registration Number:	3690547	DFX ESSENTIALS
Registration Number:	3811820	COOL FX
Registration Number:	3380447	TIFFEN HFX HOLLYWOOD EFFECTS NOT JUST FO
Serial Number:	86487213	IMAGETAKER
Serial Number:	86922417	STEADIMATE
Serial Number:	86861937	STEADIPAD
Serial Number:	86922411	STEADICAM EVO
Registration Number:	3871190	RUGGEDWEAR

CORRESPONDENCE DATA**Fax Number:** 80091442*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:** 614-280-3568**Email:** John.Salvage@wolterskluwer.com**Correspondent Name:** CT Corporation System**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Leslie Kirsner
SIGNATURE:	/Leslie Kirsner/
DATE SIGNED:	11/30/2016

Total Attachments: 16

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

THE TIFFEN COMPANY LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 10, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WEBSTER BUSINESS CREDIT CORPORATION

Street Address: 360 LEXINGTON AVENUE

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10017

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) Text

See attached Schedule II

B. Trademark Registration No. (s)

See attached Schedule II

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John Salvage

Internal Address: CT Corporation System

Street Address: 4400 Easton Commons Way

Suite 125

City: Columbus

State: Ohio Zip: 43219

Phone Number: 614-280-3568

Docket Number: _____

Email Address: John.Salvage@wolterskluwer.com

6. Total number of applications and registrations involved:

94

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

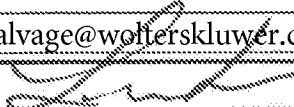
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Leslie Kirshner

Name of Person Signing

November 30, 2016

Date

Total number of pages including cover sheet, attachments, and document:

16

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 10, 2016, is made by the undersigned (collectively, the "Grantor") in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC") individually, as Lender (as hereinafter defined) and as agent for itself and each other Lender Party (WBCC, acting in both capacities, herein called "Agent").

BACKGROUND

Pursuant to that certain Credit and Security Agreement, dated as of August 10, 2016 by and among The Tiffen Company LLC, Tiffen International Ltd., any other Borrower from time to time party thereto, each other Credit Party from time to time party thereto, the financial institutions from time to time party thereto as lenders (collectively, the "Lenders" and each individually, a "Lender") and Agent (as from time to time amended, restated, amended and restated supplemented or otherwise modified from time to time, the "Credit Agreement"). Agent and the other Lenders have agreed to make the Advances for the benefit of Grantor.

Agent and Lenders are willing to make the Advances as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Security Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Grantor hereby agrees as follows:

1. Defined Terms. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including 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 renewals and extensions thereof.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence..

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. Grant Of Security Interest In Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time. Grantor hereby pledges and grants to Agent a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and royalty receiving Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and royalty receiving Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and royalty receiving Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. Representations and Warrantees. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from. Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Agent's lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Grantor covenants and agrees with Agent as follows:

(a) Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing),

including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party. Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. Termination Of This Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon termination of the Credit Agreement.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

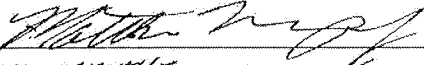
THE TIFFEN COMPANY LLC

By: Tiffen Holdings LLC, Its Sole Member
By: Tiffen Acquisition Corp., Its Sole Member

By: 
Name: Steven Tiffen
Title: Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

WEBSTER BUSINESS CREDIT CORPORATION

By: 
Name: MATTHEW MURPHY
Title: V.P.

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005931 FRAME: 0245

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENTS OWNED BY THE TIFFEN COMPANY LLC

(See attached)

Schedule I - 1

**Schedule 5.12(i)(B)
Patents owned by The Tiffen Company LLC**

Country	Issued	Patent No	Filed	Appl No	Title
Australia	24-Jul-14	2010203242	05-Jan-10	2010203242	Stabilized equipment support and method of balancing same
Australia	14-Aug-14	2010337022	21-Dec-10	2010337022	Balanced mounting arrangement and method for steadily supporting a motion-sensitive, image capture device
Australia	06-May-10	330642	08-Apr-10	112442010	Electronic Product Holder
Australia			18-Jun-10	2010202548	Stabilized mount for, and method of, steadily supporting a motion-sensitive, image capture device
Canada			24-Nov-11	2759497	WEIGHTED MOUNTING ARRANGEMENT FOR STEADILY SUPPORTING A MOTION-SENSITIVE, IMAGE CAPTURE DEVICE
Canada			24-Mar-11	2738507	STABILIZED EQUIPMENT SUPPORT AND METHOD OF BALANCING SAME
Canada			17-Jun-10	2707962	STABILIZED MOUNT FOR, AND METHOD OF, STEADILY SUPPORTING A MOTION-SENSITIVE, IMAGE CAPTURE DEVICE
Canada			21-Dec-10	2784770	BALANCED MOUNTING ARRANGEMENT AND METHOD FOR STEADILY SUPPORTING A MOTION-SENSITIVE, IMAGE CAPTURE DEVICE
Canada	04-Mar-11	134813	01-Apr-10	134813	Electronic Product Holder
Canada	28-Jan-16	163053	25-Jun-16	163053	CASE FOR IMAGE-TAKING DEVICE
China	27-Feb-13	102165240	25-Mar-11	201080002711.2	Stabilized equipment support and method of balancing same
China	15-May-13	201010225326	12-Jul-10	201010225326.6	Stabilized mount for, and method of, steadily supporting a motion-sensitive, image capture device
China			03-Jul-12	201080060470.7	Balanced mounting arrangement and method for steadily supporting a motion-sensitive image capture device
China	29-Sep-10	ZL201030153760.9	29-Apr-10	201030153760.9	Electronic Product Holder
China			29-Nov-11	201110391866.6	Weighted mounting arrangement for steadily supporting a motion-sensitive image capture device
China			21-Dec-10	pct/us10/61492	BALANCED MOUNTING ARRANGEMENT AND METHOD FOR STEADILY SUPPORTING A MOTION-SENSITIVE, IMAGE CAPTURE DEVICE
China	04-Feb-09	ZL200410039614.7	06-Feb-04	200410039614.7	Tripod Handle Arrangement
Europe	10-Oct-14	2521939	21-Dec-10	10841571.2	BALANCED MOUNTING ARRANGEMENT AND METHOD FOR STEADILY SUPPORTING A MOTION-SENSITIVE, IMAGE CAPTURE DEVICE
Europe	05-Jun-13	1445530	23-Jan-04	4250465.4	Tripod arrangement
Europe	05-Aug-14	2458258	25-Nov-11	11190797.8	Weighted mounting arrangement for steadily supporting a motion-sensitive, image capture device
Europe	08-Aug-14	2373918	22-Feb-11	10726838.5	STABILIZED EQUIPMENT SUPPORT AND METHOD OF BALANCING SAME
Europe	30-Apr-10	001209068-0001	09-Apr-10	001209068-0001	Electronic Product Holder
Europe	12-Nov-15	002727792-0001	29-Jun-15	002727792-0001	UNIVERSAL CAMERA MOUNT
France	10-Oct-14	2521939	21-Dec-10	10841571.2	BALANCED MOUNTING ARRANGEMENT AND METHOD FOR STEADILY SUPPORTING A MOTION-SENSITIVE, IMAGE CAPTURE DEVICE
France	08-Aug-14	2373918	22-Feb-11	10726838.5	STABILIZED EQUIPMENT SUPPORT AND METHOD OF BALANCING SAME
Germany	10-Oct-14	2521939	21-Dec-10	10841571.2	BALANCED MOUNTING ARRANGEMENT AND METHOD FOR STEADILY SUPPORTING A MOTION-SENSITIVE, IMAGE CAPTURE DEVICE
Germany	08-Aug-14	2373918	22-Feb-11	10726838.5	STABILIZED EQUIPMENT SUPPORT AND METHOD OF BALANCING SAME
Great Britain	09-Sep-15		24-Jun-15	4041718	CASE FOR IMAGE-TAKING DEVICE
Italy	08-Aug-14	2373918	22-Feb-11	10726838.5	STABILIZED EQUIPMENT SUPPORT AND METHOD OF BALANCING SAME
Japan	26-Nov-10	1404251	09-Apr-10	20108992	Electronic Product Holder
Japan	08-Aug-14	5593329	02-Mar-11	2011544654	STABILIZED EQUIPMENT SUPPORT AND METHOD OF BALANCING SAME
Japan			24-Nov-11	2011-255789	WEIGHTED MOUNTING APPARATUS FOR STABLY SUPPORTING MOTION-SENSITIVE IMAGE CAPTURE DEVICE
Japan	14-May-10	4507612	30-Jan-04	2004022934	Tripod Handle Arrangement
Japan	28-Nov-14	5654043	28-Jun-12	2012-547138	BALANCED MOUNTING ARRANGEMENT FOR, AND METHOD OF, STEADILY SUPPORTING A MOTION-SENSITIVE, IMAGE CAPTURE DEVICE
Japan	25-Mar-16	1548446	30-Jun-15	2015-014507	CASE FOR IMAGE-TAKING DEVICE
Korea			16-Mar-11	1020117006068	STABILIZED EQUIPMENT SUPPORT AND METHOD OF BALANCING SAME
Korea			23-Jul-12	10-2012-7019464	BALANCED MOUNTING ARRANGEMENT AND METHOD FOR STEADILY SUPPORTING A MOTION-SENSITIVE, IMAGE CAPTURE DEVICE
Korea			25-Nov-11	10-2011-0124177	WEIGHTED MOUNTING ARRANGEMENT FOR STEADILY SUPPORTING A MOTION SENSITIVE IMAGE CAPTURE DEVICE
Korea	25-Aug-11	30-0610956	22-Apr-10	3020100017931	Electronic Product Holder
Korea			14-Jul-10	1020100067947	STABILIZED MOUNT FOR, AND METHOD OF, STEADILY SUPPORTING A MOTION-SENSITIVE, IMAGE CAPTURE DEVICE
PCT			21-Dec-10	pct/us10/61492	BALANCED MOUNTING ARRANGEMENT FOR, AND METHOD OF, STEADILY SUPPORTING A MOTION-SENSITIVE, IMAGE CAPTURE DEVICE
Spain	08-Aug-14	2373918	22-Feb-11	10726838.5	STABILIZED EQUIPMENT SUPPORT AND METHOD OF BALANCING SAME

Schedule 5.12(i)(B)
Patents owned by The Tiffen Company LLC

Country	Issued	Patent No	Filed	Appl No	Title
Taiwan	11-Feb-11	D138984	08-Apr-10	99301719	Electronic Product Holder
Taiwan			14-Dec-10	99143708	Balanced mounting arrangement for, and method of, steadily supporting a motion-sensitive, image capture device
Taiwan			23-Jun-10	99120408	Stabilized mount for, and method of, steadily supporting a motion-sensitive, image capture device
United Kingdom	10-Oct-14	2521939	21-Dec-10	10841571.2	BALANCED MOUNTING ARRANGEMENT AND METHOD FOR STEADILY SUPPORTING A MOTION-SENSITIVE, IMAGE CAPTURE DEVICE
United Kingdom	11-May-11	2470841	12-Jul-10	100011629.1	Stabilized mount for, and method of, steadily supporting a motion-sensitive, image capture device
United Kingdom	08-Aug-14	2373918	22-Feb-11	10726838.5	STABILIZED EQUIPMENT SUPPORT AND METHOD OF BALANCING SAME
United States	13-Aug-91	5,040,011	17-Oct-90	599,157	Self-Mounted Camera Accessories
United States	23-Nov-04	6,820,844	06-Feb-03	10/359,358	Tripod Handle Arrangement
United States	02-Feb-10	7,654,755	11-Apr-06	11/401,783	Folding Hinge
United States	30-Aug-11	8,007,188	24-Jul-09	12/508,873	Stabilized mount for, and method of, steadily supporting a motion-sensitive, image capture device
United States	12-Jul-11	7,976,227	24-Jun-09	12/490,584	Stabilized equipment support and method of balancing same
United States	16-Oct-12	8,287,194	29-Nov-10	12/955,249	Weighted mounting arrangement for, and method of, steadily supporting a motion-sensitive, image capture device
United States	04-Oct-11	D646,315	10-Nov-09	29/350,024	Electronic Product Holder
United States	15-Jul-14	8,780,263	30-Nov-10	12/956,369	Balanced mounting arrangement for, and method of, steadily supporting a motion-sensitive, image capture device
United States	29-Jan-13	8,360,661	21-Mar-11	13/052,582	Stabilized equipment support and method of balancing same
United States	14-Apr-92	5,105,312	12-Apr-91	684,648	Lens Mount Accessory System
United States	02-Feb-10	7654755	11-Apr-06	11/401783	FOLDING HINGE
United States	24-Feb-15	8960947	11-Jan-13	13/578524	LIGHTING APPARATUS
United States	12-Aug-14	8801302	22-Nov-13	14/087256	CAMERA STABILIZER
United States			02-Apr-15	14/677607	TILT HEAD, CAMERA STAGE, MULTI-POST MONITOR MOUNT AND CAMERA STABILIZER ENCOMPASSING THE SAME
United States			30-Dec-14	29/513334	UNIVERSAL CAMERA MOUNT
United States	26-Apr-16	D754666	31-Dec-14	29/513503	CASE FOR IMAGE-TAKING DEVICE
WO (PCT)			25-Mar-15	PCT/US2015/022401	VARIABLE NEUTRAL DENSITY FILTER SYSTEM

Licensed Patents

Schedule 5.12(i)(C) Patents licensed from third parties				
NMZ Ref.	Patent No.	Title	Owned/Assignee	Lowel Reference
United States				
H049-011 US	D388,525	Light	Lowel-Light Mfg., Inc.	FREN L
H049-015 US	6,176,598	Light Fixture for Flexible Reflector	Lowel-Light Mfg., Inc.	SOFTCORE
H049-045 US	6,554,459	Support Bracket for Light Stand	Lowel-Light Mfg., Inc.	YOKE CASE LIGHT
H049-047 US	6,761,470	Controller Panel And System For Light And Serially Networked Lighting System	Lowel-Light Mfg., Inc.	IR/DMX
H049-053 US	7,178,947	Lighting Device with Elliptical Fresnel Mirror	Licensed from Dale Marks	SOFT /SPOT REFLECTOR
H049-055 DIV	7,234,843	Light with Front and Rear Panels	Licensed from Gary Register	EGO
H049-055 US	7,086,746	Lighting with Flexible Reflector and Clear Support	Licensed from Gary Register	EGO
H049-036 CON	7,153,153	Push and Twist Electrical Connector	Lowel-Light Mfg., Inc.	RIFA
H049-063 US	7,081,001	Push and Twist Electrical Connector	Lowel-Light Mfg., Inc.	RIFA
H049-066 US	D576,762	Base for Lamp Head	Lowel-Light Mfg., Inc.	RIFA
H049-067 DIV 1	D578,249	Lamp Head	Lowel-Light Mfg., Inc.	RIFA
H049-067 DIV 2	D578,250	Lamp Head	Lowel-Light Mfg., Inc.	RIFA
H049-067 DIV 3	D581,586	Lamp Head	Lowel-Light Mfg., Inc.	RIFA
H049-067 DIV 4	D580,093	Lamp Head	Lowel-Light Mfg., Inc.	RIFA
H049-067 US	D570,036	Lamp Head	Lowel-Light Mfg., Inc.	RIFA
H049-068 US	D576,344	Lamp Head	Lowel-Light Mfg., Inc.	RIFA
H049-069 US	7,416,316	Strut Holding Assembly	Lowel-Light Mfg., Inc.	SOFT CORE
France				
H049-055 FR	0574506.1	Light with Flexible Reflector and Clear Spot	Licensed from Gary Register	EGO
Germany				
H049-055 DE	DE 60 2005 012 095.5-05	Light with Flexible Reflector and Clear Spot	Licensed from Gary Register	EGO
United Kingdom				
H049-055 EP		Light with Flexible Reflector and Clear Spot	Licensed from Gary Register	EGO
H049-055 GB	1759146	Light with Flexible Reflector and Clear Spot	Licensed from Gary Register	EGO
United States	7,654,755	Folding Hinge		
United States	8,960,947	Lighting Apparatus		
United States	Application # 14/677,607	Tilt Head, Camera Stage, Multi-post Monitor Mount and Camera Stabilizer Encompassing the Same		

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARKS OWNED BY THE TIFFEN COMPANY LLC

(See attached)

**Schedule 5.12(i)(A)
Trademarks owned by The Tiffen Company LLC**

Country	Trademark Name	Serial/Application Number	Filing Date	Registration Number	Registration Date
US	XLE SERIES AXENT (Stylized)	86/433,576	10/24/2014	4,847,613	11/3/2015
US	XLE SERIES APEX (Stylized)	86/433,687	10/24/2014	4,847,614	11/3/2015
US	XLE SERIES ADVANTIX (Stylized)	86/433,695	10/24/2014	4,847,615	11/3/2015
US	IMAGETAKER	86/487,213	12/20/2014		
US	STEADIMATE	86/922,417	2/28/2016		
US	HELPING CREATE THE WORLD'S GREATEST IMAGES	85/405,084	8/23/2011	4,128,770	4/17/2012
US	POCKETFLEX	85/791,311	11/30/2012	4,552,558	6/17/2014
US	GEARPROTEX	85/792,651	12/3/2012	4,560,988	7/1/2014
US	DOMKE GEARPROTEX	86/011,913	7/16/2013	4,553,242	6/17/2014
CA	HELPING CREATE THE WORLD'S GREATEST IMAGES	1,563,793	2/13/2012	862,145	10/7/2013
KR	HELPING CREATE THE WORLD'S GREATEST IMAGES	1,112,243	2/8/2012	1,112,243	2/8/2012
US	STEADIPAD	86/861,937	12/30/2015		
US	STEADICAM EVO	86/922,411	2/28/2016		
US	CASELIGHT			2,559,810	Renewal 4/29/2022
US	TOTA-LIGHT			1,178,993	Renewal 11/24/2021
US	RIFA-LITE			2,709,104	Renewal 4/22/2023
US	EGO			2,986,239	Renewal 8/16/2015
US	RIFA			3,448,674	Renewal 6/17/2018
US	RIFA-EX			3,448,676	Renewal 6/17/2018
AUSTRALIA	STEADICAM	1,324,870	10/9/2009	1,324,870	5/10/2012
CANADA	TIFFEN			179NS 45746	11/5/1953
CANADA	TIFFEN			206,215	4/4/1975
CANADA	LL LOWEL Logo	1,379,799	1/18/2008	749,506	10/6/2009
CANADA	LOWEL	1,379,801	1/18/2008	749,505	10/6/2009
CANADA	STEADICAM (stylized)			241,092	3/14/1980
CANADA	DOMKE	1,031,063	10/4/1999	552,376	10/15/2001
CANADA	KALIMAR			108,197	10/4/1957
CANADA	ZING DESIGNS Logo	1,140,679	5/10/2002	640,981	5/31/2005
CANADA	OUTPACK			528,444	5/26/2000
CHINA	STEADICAM PILOT	6,652,731	4/11/2008	6,652,731	5/21/2010
CHINA	VISTA	6,652,851	4/11/2008		
CHINA	TIFFEN Logo			267,816	10/30/1986
CHINA	DRISAFE	6,652,843	4/11/2008	6,652,843	5/21/2010
CHINA	PHOTOGS	6,652,840	4/11/2008	6,652,840	7/21/2010
CHINA	ZING DESIGNS Logo	6,652,841	4/11/2008	6,652,841	1/28/2014
CHINA	SAUNDERS	6,652,852	4/11/2008	6,652,852	5/21/2010
CHINA	DAVIS & SANFORD	6,652,850	4/11/2008	6,652,850	5/21/2010
CHINA	STEADICAM FLYER	6,652,730	4/11/2008	6,652,730	5/21/2010
CHINA	TIFFEN HFX HOLLYWOOD EFFCTS	6,652,844	4/11/2008	6,652,844	1/1/2014
CHINA	STEADICAM MERLIN	6,652,732	4/11/2008	6,652,732	5/21/2010
CHINA	DOMKE	6,652,734	4/11/2008	6,652,734	7/28/2014
CHINA	TIFFEN DFX	6,652,738	4/11/2008	6,652,738	5/21/2010
CHINA	TIFFEN	6,652,735	4/11/2008	6,652,735	11/28/2012
CHINA	STROBOFRAME	6,652,729	4/11/2008	6,652,729	5/21/2010
CHINA	OUTPACK	6,652,842	4/11/2008	6,652,842	5/21/2010
EUROPEAN COMMUNITY	STEADICAM	9,492,323	11/3/2010	9,492,323	6/28/2011
EUROPEAN COMMUNITY	STEADICAM PILOT	5,813,531	4/4/2007	5,813,531	3/14/2008
FRANCE	STEADICAM (stylized)			1,414,809	6/20/1997
FRANCE	STEADICAM			1,414,809	6/22/1987
GERMANY	STEADICAM (stylized)			971,528	5/29/1978
GERMANY	DOMKE	S57375/9	9/15/1993	2,055,781	2/2/1994
GERMANY	TIFFEN Logo			1,060,664	3/7/1984
GERMANY	TIFFEN Logo			1,085,862	12/18/1985
GERMANY	STEADICAM			DE971,528	5/29/1978
HONG KONG	OUTPACK			B13,938	11/2/1998
HONG KONG	STEADICAM in English & Chinese Characters	302400759	10/10/2012	302400759	7/29/2013
HONG KONG	DOMKE			8114 of 2000	9/30/1999
HONG KONG	STEADICAM	302005811	8/16/2011		
INDIA	TIFFEN	1,103,281	5/8/2002	1,103,281	5/8/2002
INDIA	DOMKE	1,103,282	5/8/2002	1,103,282	5/8/2002
INDIA	DAVIS AND SANFORD	1,103,284	5/8/2002	1,103,284	5/8/2002
INDIA	STEADICAM	1,103,283	5/8/2002	1,103,283	5/8/2002
ITALY	STEADICAM			1,275,828	3/8/1985
ITALY	TIFFEN			1,210,581	8/8/2006
JAPAN	TIFFEN DFX Logo	2010-014983	3/1/2010	5,350,383	9/3/2010
JAPAN	TIFFEN Logo			2,041,259	4/26/1988
JAPAN	TIFFEN DFX (Wordmark)	2010-014962	3/1/2010	5,530,382	9/3/2010
JAPAN	TIFFEN Logo			2,391,496	3/31/1992
JAPAN	STEADICAM Logo	2010-097594	12/16/2010	5,417,707	6/10/2011
JAPAN	DOMKE			4,439,240	12/8/2000

**Schedule 5.12(i)(A)
Trademarks owned by The Tiffen Company LLC**

Country	Trademark Name	Serial/Application Number	Filing Date	Registration Number	Registration Date
JAPAN	TIFFEN			1,251,617	2/17/1977
JAPAN	TIFFEN			461,083	2/25/1955
KOREA	STEADICAM	40-2011-0067593	12/1/2011	40-0951813	2/4/2013
KOREA	TIFFEN Logo	40-2007-15848	3/23/2007	740,367	3/13/2008
KOREA	DOMKE	40-2006-62472	12/8/2006	40-757574	8/19/2008
KOREA	TIFFEN (Wordmark)	40-2007-15849	3/23/2007	740,368	3/13/2008
SINGAPORE	STEADICAM Logo in English & Chinese	T1214599B	10/3/2012	2012017039	8/25/2015
TAIWAN	STEADICAM Logo in English & Chinese	102006726	2/4/2013	1,627,133	2/16/2014
TAIWAN	TIFFEN			116,012	7/1/1979
UK	DOMKE	2,210,259	10/1/1999	2,210,259	10/1/1999
UK	TIFFEN			1,130,165	3/12/1980
UK	TIFFEN Logo			B1,231,797	12/10/1984
UK	STEADICAM			1,078,863	12/30/1976
USA	STEADICAM			1,992,950	8/13/1996
USA	PROVID			2,054,446	4/22/1997
USA	FL-D			993,388	9/24/1974
USA	ISO-ELASTIC	85-389,561	8/4/2011	4,163,663	6/26/2012
USA	ULTRA BRITE	76/407,227	5/3/2002	2,818,113	2/24/2004
USA	TIFFEN			824,851	2/28/1967
USA	FL-B			993,387	9/24/1974
USA	LL-D			1,546,232	7/4/1989
USA	ULTRA POL	75/474,204	4/24/1998	2,400,595	10/31/2000
USA	DIFFUSION/FX	75/901,624	1/21/2000	2,489,623	9/11/2001
USA	TIFFEN			2,137,809	2/17/1998
USA	OUTPACK			1,973,118	5/7/1996
USA	ZING DESIGNS			1,947,850	1/16/1996
USA	PRO-MIST			1,945,809	1/2/1996
USA	FILTERFLEX			1,903,383	7/4/1995
USA	SR			1,119,938	6/12/1979
USA	TMC			1,851,907	8/30/1994
USA	LOWEL PRIME	85-325,090	5/19/2011	4,129,820	4/17/2012
USA	TIFFEN Logo			1,344,142	6/25/1985
USA	812			1,303,496	11/6/1984
USA	DOMKE			2,288,700	10/26/1999
USA	VIDEO EFFECT			1,273,170	4/3/1984
USA	COLOR-GRAD			1,109,222	12/19/1978
USA	SAUNDERS			1,097,269	7/25/1978
USA	SteadyPrompt	85-289,216	4/7/2011	4,162,192	6/19/2012
USA	SOFT FX			1,879,574	2/21/1995
USA	STEADICAM SHADOW	85-711,143	8/23/2012	4,359,290	6/25/2013
USA	DIGITAL HT	77/1127,236	3/9/2007	3,415,325	4/22/2008
USA	TRAVERSE	77/885,116	12/3/2009	3,929,749	3/8/2011
USA	ProGrip	77/899,459	12/22/2009	4,013,135	8/16/2011
USA	STEADICAM TANGO	77/930,340	2/8/2010	3,932,476	3/15/2011
USA	STEADICAM ZEPHYR	85/070,827	6/24/2010	3,956,036	5/3/2011
USA	ZEPHYR	85/074,504	6/30/2010	3,942,283	4/5/2011
USA	SMOOTHEE	85/074,916	6/30/2010	3,942,285	4/5/2011
USA	STEADICAM SCOUT	85/111,934	8/20/2010	4,013,787	8/16/2011
USA	LISTEC	85-538,439	2/9/2012	4,274,491	1/15/2013
USA	LOWEL GL-1	85-538,480	2/9/2012	4,404,067	9/17/2013
USA	STEADICAM Logo	77/839,875	10/2/2009	3,781,150	4/27/2010
USA	FAWCETT EXOVEST	85/611,849	4/30/2012	4,369,779	7/16/2013
USA	IMAGE MAKER	77/819,592	9/3/2009	3,848,815	9/14/2010
USA	STEADICAM SHADOW Logo	85-711,153	8/23/2012	4,370,037	7/16/2013
USA	HELPING CREATE THE WORLD'S GREATEST IMAGES	85/405,084	8/23/2011	4,128,770	4/17/2012
USA	PROMPTWARE PLUS	85/848,834	2/13/2013	4,406,583	9/24/2013
USA	PROMPTWARE	85/848,793	2/13/2013	4,406,578	9/24/2013
USA	PEARLESCENT	85/857,168	2/22/2013	4,464,051	1/7/2014
USA	PromPTZ	85/861,567	2/27/2013	4,479,046	2/4/2014
USA	STEADICAM SOLO	85/897,494	4/8/2013	4,618,236	10/7/2014
USA	BLACK SATIN	85/932,821	5/15/2013	4,512,582	4/8/2014
USA	SATIN	85/932,812	5/15/2013	4,512,581	4/8/2014
USA	DAVIS & SANFORD	85/973,323	6/28/2013	4,466,502	1/14/2014
USA	PromptXpress	86/048,604	8/27/2013	4,510,412	4/8/2014
USA	EXOVEST	85/611,838	4/30/2012	4,369,778	7/16/2013
USA	STEADICAM PILOT	77/148,042	4/4/2007	3,402,768	3/25/2008
USA	STEADY STICK	78/380,652	3/9/2004	2,970,314	7/19/2005
USA	SOFT/FX	78/538,816	12/28/2004	3,349,427	12/4/2007
USA	STEADICAM MERLIN	78/589,017	3/17/2005	3,128,077	8/8/2006
USA	STEADICAM FLYER	78/601,388	4/4/2005	3,085,030	4/25/2006
USA	TIFFEN DIGITAL ULTRA CLEAR Logo	78/649,898	6/14/2005	3,276,931	8/7/2007
USA	POWER CUBE	78/910,055	6/16/2006	3,346,188	11/27/2007

**Schedule 5.12(i)(A)
Trademarks owned by The Tiffen Company LLC**

Country	Trademark Name	Serial/Application Number	Filing Date	Registration Number	Registration Date
USA	STEADICAM ULTRA 2	78/910,063	6/16/2006	3,354,308	12/11/2007
USA	SOFTNET	77/114,209	2/23/2007	3,306,361	7/24/2007
USA	ProVista	77/114,220	2/23/2007	3,656,334	7/21/2009
USA	VISTA	77/114,223	2/23/2007	3,395,575	3/11/2008
USA	STEADICAM SMOOTHIEE	77/839,370	10/1/2009	3,948,647	4/19/2011
USA	HI-TRANS			622,210	2/28/1956
USA	SWITCHGRIP	78/221,296	3/4/2003	2,921,587	1/25/2005
USA	Tiffen SplitScreen	86-119,188	11/14/2013	4,622,465	10/14/2014
USA	ColorCore	85-471,637	11/14/2011	4,174,846	7/14/2012
USA	SURELOCK	77/244,302	8/1/2007	3,531,977	11/11/2008
USA	TIFFEN DFX	77/335,616	11/21/2007	3,440,543	6/3/2008
USA	DAVIS & SANFORD CARBONLITE	77/388,595	2/5/2008	3,541,595	12/2/2008
USA	STROBOFRAME	77-561,200	9/3/2008	3,602,277	4/7/2009
USA	FLYER-LE RED	77-563,242	9/5/2008	3,719,680	12/1/2009
USA	PHOTO FX	77/616,285	11/18/2008	3,819,202	7/13/2010
USA	DFX ESSENTIALS	77/631,841	12/12/2008	3,690,547	9/29/2009
USA	COOL FX	77/698,440	3/24/2009	3,811,820	6/29/2010
USA	RUGGEDWEAR	77/741,406	5/20/2009	3,871,190	11/2/2010
USA	TIFFEN HFX HOLLYWOOD EFFECTS	77/114,228	2/23/2007	3,380,447	2/12/2008

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHTS

N/A

Schedule III - 1