

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501114

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RealD Inc.		11/30/2018	Corporation: DELAWARE
Rhombus Intermediate Holdings, LP		11/30/2018	Limited Partnership: DELAWARE
RealD Holdings, Inc.		11/30/2018	Corporation: DELAWARE
RealD LUXE, LLC		11/30/2018	Limited Liability Company: DELAWARE
RealD Spark, LLC		11/30/2018	Limited Liability Company: DELAWARE
ColorLink, Inc.		11/30/2018	Corporation: DELAWARE
RealD DDMG Acquisition, LLC		11/30/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4440584	CERTIFIED REAL D
Registration Number:	2227501	COLORLINK
Registration Number:	2675184	COLORSELECT
Registration Number:	2675183	COLORSWITCH
Registration Number:	2992172	CQ3
Registration Number:	2644205	DIMENSIONALIZATION
Registration Number:	5233214	INTELILIGHT
Registration Number:	5146920	LUXE
Registration Number:	5146921	LUXE
Registration Number:	5105285	LUXE A REALD EXPERIENCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2983899	POLARCORRECT
Registration Number:	4886267	PRECISION WHITE
Registration Number:	3410242	REAL D
Registration Number:	4203092	REAL D 3D
Registration Number:	4397263	REAL.D 3D
Registration Number:	5142455	REALD
Registration Number:	4876068	REALD
Registration Number:	3931826	REAL D
Registration Number:	4809205	REALD TRUEIMAGE
Registration Number:	5307756	REALD TRUEMOTION
Registration Number:	4614216	SEE IT REAL.
Registration Number:	1632949	STEREOGRAPHICS
Registration Number:	5066119	ULTIMATE SCREEN
Registration Number:	1456285	ZSCREEN
Serial Number:	87482665	REALD ME

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	34408.00005
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	12/07/2018

Total Attachments: 12

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EXECUTION VERSION

SECOND LIEN TRADEMARKS SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2018 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors") in favor of Jefferies Finance LLC, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"). Capitalized terms used by not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, each of the Grantors is the owner of certain Trademarks as indicated in the attached Schedule of Registered Trademarks;

WHEREAS, each Grantor has contemporaneously with the execution of this Agreement entered into the Second Lien Pledge and Security Agreement, dated as of November 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in which each Grantor has granted certain interests in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed with the Collateral Agent and the Secured Parties to execute this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the Trademarks listed on the attached Schedule of Registered Trademarks, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such Trademark, and including all renewals of registrations thereof, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world as collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control. For the avoidance of doubt, notwithstanding anything to the contrary herein, no security interest is granted hereunder, and the Collateral does not include, any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051 (a) or (c), in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. § 1051 (a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office,

Date: November 30, 2018

Accepted and agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:  _____
Title: Senior Vice President

REALD INC.


By: 
Name: Jeffrey R. Spain
Title: Chief Financial Officer

RHOMBUS INTERMEDIATE HOLDINGS, LP

By: Rhombus Intermediate GP, LLC, its general partner
By: Rhombus Cinema Holdings, LP, its sole member
By: RT Rhombus Management, LLC, its general partner

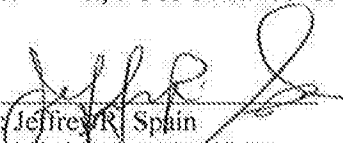
By: _____
Name: Ben Kohn
Title: Authorized Signatory

REALD HOLDINGS, INC.

By: 
Name: Jeffrey R. Spain
Title: Treasurer

REALD LUXE, LLC

By: RealD Inc., the sole Member of RealD LUXE, LLC

By: 
Name: Jeffrey R. Spain
Title: Chief Financial Officer

REALD SPARK, LLC

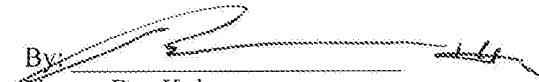
By: 
Name: Jeffrey R. Spain
Title: Secretary/Treasurer

REALD INC.

By: _____
Name: Jeffrey R. Spain
Title: Chief Financial Officer

RHOMBUS INTERMEDIATE HOLDINGS, LP

By: Rhombus Intermediate GP, LLC, its general partner
By: Rhombus Cinema Holdings, LP, its sole member
By: RT Rhombus Management, LLC, its general partner

By: 
Name: Ben Kohn
Title: Authorized Signatory

REALD HOLDINGS, INC.

By: _____
Name: Jeffrey R. Spain
Title: Treasurer


REALD LUXE, LLC
By: RealD Inc., the sole Member of RealD LUXE, LLC

By: _____
Name: Jeffrey R. Spain
Title: Chief Financial Officer

REALD SPARK, LLC

By: _____
Name: Jeffrey R. Spain
Title: Secretary/Treasurer

COLORLINK, INC.

By: 
Name: Jeffrey R. Spain
Title: Chief Financial Officer

REALD DDMG ACQUISITION, LLC

By: 
Name: Jeffrey R. Spain
Title: Secretary

[Signature Page -- Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006496 FRAME: 0620

SCHEDULE OF
REGISTERED TRADEMARKS

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
1.	CERTIFIED REAL D & Design (w/color claim)	Reald Inc.	09 Int.	Reg'd	85/258703	04-Mar-2011	4440584	26-Nov-2013	USA
2.	COLORLINK	ColorLink, Inc.	09 Int.	Reg'd	75/334448	01-Aug-1997	2227501	02-Mar-1999	USA
3.	COLORSELECT	ColorLink, Inc.	09 Int.	Reg'd	78/108612	13-Feb-2002	2675184	14-Jan-2003	USA
4.	COLORSWITCH	ColorLink, Inc.	09 Int.	Reg'd	78/108607	13-Feb-2002	2675183	14-Jan-2003	USA
5.	CQ3	ColorLink, Inc.	09 Int.	Reg'd	78/431332	07-Jun-2004	2992172	06-Sep-2005	USA
6.	DIMENSIONALIZATION	Reald DDMG Acquisition, LLC	42 Int.	Reg'd	76/238556	09-Apr-2001	2644205	29-Oct-2002	USA
7.	INTELLIGHT	Reald Spark, LLC	Reald Spark, LLC	Reg'd	86/741053	28-Aug-2015	5233214	27-Jun-2017	USA
8.	LUXE	Reald Inc.	41 Int.	Reg'd	85/950613	04-Jun-2013	5146920	21-Feb-2017	USA
9.	LUXE (Stylized) (w/color claim)	Reald Inc.	41 Int.	Reg'd	85/950815	04-Jun-2013	5146921	21-Feb-2017	USA
10.	LUXE A REALD EXPERIENCE	Reald Inc.	41 Int.	Reg'd	85/950637	04-Jun-2013	5105285	20-Dec-2016	USA

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
11.	LUXE A REALD EXPERIENCE	Reald Inc.	41 Int.	Reg'd	2013731942	16-Sep-2013	535166	20-Feb-2015	Russian Federation
12.	LUXE A REALD EXPERIENCE	Reald Inc.	41 Int.	Reg'd	012138483	13-Sep-2013	012138483	05-Feb-2014	European Union
13.	LUXE A REALD EXPERIENCE	Reald Inc.	41 Int.	Reg'd	303033729	13-Jun-2014	303033747	13-Jun-2014	Hong Kong
14.	LUXE A REALD EXPERIENCE	Reald Inc.	41 Int.	Reg'd	14821144	18-Jul-2014	14821144	14-Sep-2015	China
15.	LUXE A REALD EXPERIENCE & Design (w/color & gray scale)	Reald Inc.	41 Int.	Reg'd	303033747	13-Jun-2014	303033747	13-Jun-2014	Hong Kong
16.	POLARCORRECT	ColorLink, Inc.	09 Int.	Reg'd	78/241470	24-Apr-2003	2983899	09-Aug-2005	USA
17.	PRECISION WHITE	Reald Inc.	09 Int.	Reg'd	85/908027	18-Apr-2013	4886267	12-Jan-2016	USA
18.	REAL D	Reald Inc.	09 Int.	Reg'd	2508164	19-Apr-2004	2799269 (2058274)	19-Dec-2005	Argentina
19.	REAL D	Reald Inc.	09 Int.	Reg'd	1094484	13-Jan-2006	1094484	15-Jan-2007	Australia
20.	REAL D	Reald Inc.	09 Int.	Reg'd	826433294	26-Apr-2004	826433294	03-Oct-2017	Brazil
21.	REAL D	Reald Inc.	00 Canada	Reg'd	1274653	05-Oct-2005	809872	24-Oct-2011	Canada

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
22.	REAL D	RealD Inc.	09 Int.	Reg'd	4027476	20-Apr-2004	4027476	28-Nov-2006	China
23.	REAL D	RealD Inc.	09 Int.	Reg'd	003803046	22-Apr-2004	003803046	06-Jul-2005	European Union
24.	REAL D	RealD Inc.	09 Int.	Reg'd	300962983	27-Sep-2007	300962983	15-Apr-2008	Hong Kong
25.	REAL D	RealD Inc.	09 Int.	Reg'd	2004-038039	21-Apr-2004	4863866	13-May-2005	Japan
26.	REAL D	RealD Inc.	09 Int.	Reg'd	40-2004-18382	23-Apr-2004	40-0624816	14-Jul-2005	Korea, Republic of
27.	REAL D	RealD Inc.	09 Int., 41 Int.	Reg'd	808090	17-Jun-2009	808090	17-Jun-2009	New Zealand
28.	REAL D	RealD Inc.	09 Int.	Reg'd	096039260	16-Aug-2007	1321058	01-Aug-2008	Taiwan
29.	REAL D	RealD Inc.	09 Int.	Reg'd	78/318006	23-Oct-2003	3410242	08-Apr-2008	USA
30.	REAL D 3D	RealD, Inc.	09 Int.	Reg'd	85/264822	11-Mar-2011	4203092	04-Sep-2012	USA
31.	real.d 3D & Design (New Logo)	RealD Inc.	09 Int.	Reg'd	85/629722	18-May-2012	4397263	03-Sep-2013	USA
32.	REALD & Design (New Block Logo)	RealD Inc.	41 Int., 42 Int.	Reg'd	2015716788	04-Jun-2015	583603	11-Aug-2016	Russian Federation

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
33.	REALD & Design (New Block Logo)	Reald, Inc.	09 Int.	Reg'd	86/636606	20-May-2015	5142455	14-Feb-2017	USA
34.	REALD & Design (New Block Logo)	Reald, Inc.	41 Int.	Reg'd	86/636600	20-May-2015	4876068	22-Dec-2015	USA
35.	REALD & Design (New Block Logo)	Reald Inc.	41 Int., 42 Int.	Reg'd	41-2015-55339	19-Nov-2015	41-381278	21-Dec-2016	Korea, Republic of
36.	REALD & Design (New Block Logo)	Reald Inc.	41 Int.	Reg'd	1682248	19-Nov-2015	1687465	21-Oct-2016	Mexico
37.	REALD & Design (New Block Logo)	Reald Inc.	41 Int., 42 Int.	Reg'd	2015-114306	20-Nov-2015	5874027	12-Aug-2016	Japan
38.	REALD & Design (New Block Logo)	Reald Inc.	41 Int.	Reg'd	3100183	18-Nov-2015	3100183	05-Jan-2018	India
39.	REALD & Design (New Block Logo)	Reald Inc.	41 Int.	Reg'd	303602367	19-Nov-2015	303602367	19-Nov-2015	Hong Kong
40.	REALD & Design (New Block Logo)	Reald Inc.	41 Int., 42 Int.	Reg'd	014808646	17-Nov-2015	014808646	06-May-2016	European Union
41.	REALD & Design (New Block Logo)	Reald Inc.	41 Int.	Reg'd	18350998	17-Nov-2015	18350998	21-Feb-2017	China
42.	REALD & Design (New Block Logo)	Reald Inc.	41 Int.	Pending	1755315	17-Nov-2015			Canada
43.	REALD & Design (New Block Logo)	Reald Inc.	41 Int.	Published	910291985	18-Nov-2015			Brazil

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
44.	REALD & Design (New Block Logo)	RealD Inc.	41 Int., 42 Int.	Reg'd	1735252	17-Nov-2015	1735252	17-Nov-2015	Australia
45.	realD Logo	RealD Inc.	09 Int.	Reg'd	7863259	26-Nov-2009	7863259	14-May-2014	China
46.	realD Logo	RealD Inc.	41 Int.	Reg'd	7863258	26-Nov-2009	7863258	14-Aug-2012	China
47.	realD Logo	RealD Inc.	09 Int., 41 Int.	Reg'd	777776061	07-Jul-2009	3931826	15-Mar-2011	USA
48.	realD Logo	RealD Inc.	09 Int., 41 Int.	Reg'd	2012730389	29-Aug-2012	497704	11-Oct-2013	Russian Federation
49.	realD Logo	RealD Inc.	09 Int.	Reg'd	3240114	19-Apr-2013	2728040	26-May-2015	Argentina
50.	realD Logo	RealD Inc.	41 Int.	Reg'd	3240115	19-Apr-2013	2659212	26-Jun-2014	Argentina
51.	realD Logo	RealD Inc.	41 Int.	Reg'd	840509995	09-May-2013	0840509995	23-Feb-2016	Brazil
52.	realD Logo	RealD Inc.	09 Int.	Suspende d	840509944	09-May-2013			Brazil
53.	realD Logo	RealD Inc.	09 Int., 41 Int.	Reg'd	1054824	19-Apr-2013	1116438	01-Aug-2014	Chile
54.	realD Logo	RealD Inc.	09 Int.	Reg'd	13-097226	16-Apr-2013	509182	28-Apr-2015	Colombia
55.	realD Logo	RealD Inc.	09 Int.	Reg'd	2013-38765- RE	18-Apr-2013	1974-14	30-Jan-2014	Ecuador

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
56.	realD Logo	RealD Inc.	09 Int.	Reg'd	530291	18-Apr-2013	202045	26-Aug-2013	Peru
57.	realD Logo	RealD Inc.	41 Int.	Reg'd	13-097240	16-Apr-2013	509183	28-Apr-2015	Colombia
58.	realD Logo	RealD Inc.	41 Int.	Reg'd	2013-38767-RE	18-Apr-2013	1029-14	30-Jan-2014	Ecuador
59.	realD Logo	RealD Inc.	41 Int.	Reg'd	530290	18-Apr-2013	77967	26-Aug-2013	Peru
60.	realD Logo	RealD Inc.	41 Int.	Reg'd	444614	18-Apr-2013	444614	09-Apr-2015	Uruguay
61.	realD Logo	RealD Inc.	09 Int.	Reg'd	1380975	07-Jun-2013	1401647	30-Sep-2013	Mexico
62.	realD Logo	RealD Inc.	41 Int.	Reg'd	1380976	07-Jun-2013	1409894	06-Nov-2013	Mexico
63.	REALD ME	RealD, Inc.	09 Int.	Suspende d	87/482665	09-Jun-2017			USA
64.	REALD TRUEIMAGE	RealD Inc.	44 Int.	Reg'd	86/099805	23-Oct-2013	4809205	08-Sep-2015	USA
65.	REALD TRUEMOTION	RealD Inc.	09 Int., 41 Int.	Reg'd	87/099818	11-Jul-2016	5307756	10-Oct-2017	USA
66.	SEE IT REAL.	RealD Inc.	41 Int.	Reg'd	85/629769	18-May-2012	4614216	30-Sep-2014	USA
67.	STEREOGRAPHICS	RealD Inc.	09 Int.	Reg'd	73/755118	30-Sep-1988	1632949	29-Jan-1991	USA

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
68.	ULTIMATE SCREEN	ReallD Inc.	09 Int.	Reg'd	86/802815	28-Oct-2015	5066119	18-Oct-2016	USA
69.	ZSCREEN	ReallD Inc.	09 Int.	Reg'd	73/634105	08-Dec-1986	1456285	08-Sep-1987	USA

TRADEMARK

REEL: 006496 FRAME: 0627

RECORDED: 12/07/2018