

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Successor of Intellectual Property Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC, as Retiring Agent		05/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC, as Successor-In-Interest		
Street Address:	40 West 57th Street, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 30			
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	
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	
TRADEMARK			

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Property Type	Number	Word Mark
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:	88138817	CINEMA WALL
Serial Number:	88138811	CINEMAWALL
Serial Number:	87174112	FACESENSE
Serial Number:	86741060	FOR YOUR EYES ONLY
Serial Number:	87482665	REALD ME
Serial Number:	87023669	SOCIALEYES

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: Javier J. Ramos

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

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	34408.00005
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	05/11/2020

Total Attachments: 12

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ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL

ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL (this "Assignment") dated as of May 6, 2020, from JEFFERIES FINANCE LLC, as collateral agent for the Secured Parties (in such capacity, the "Retiring Agent"), to HPS INVESTMENT PARTNERS, LLC, as the successor collateral agent for the Secured Parties (together with its successors and assigns, the "Successor Agent"), with an address of 40 West 57th Street, 33rd Floor, New York, NY 10019.

W I T N E S S E T H

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of November 30, 2018, among the Grantors party thereto in favor of the Retiring Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Security Agreement"), each Grantor has granted certain interests to the Retiring Agent for the benefit of the Secured Parties;

WHEREAS, contemporaneously with the execution of the First Lien Security Agreement, the Grantors entered into that certain First Lien Trademarks Security Agreement, dated as of November 30, 2018, recorded with the United States Patent and Trademark Office (the "USPTO") on December 07, 2018 at Reel 6496, Frame 0504 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), under which, to the extent provided in the First Lien Security Agreement, each Grantor granted a security interest to the Retiring Agent, for the ratable benefit of the Secured Parties, in all of its right, title and interest in, to and under all the Trademarks listed on Schedule A hereto, 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 (collectively, the "Collateral"); provided, however, that 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 USPTO;

WHEREAS, the Retiring Agent has assigned all of its rights, powers, and privileges as Collateral Agent under the First Lien Security Agreement and the Trademark Security Agreement to the Successor Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Retiring Agent hereby acknowledges and agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment have the meanings provided or provided by reference in the First Lien Security Agreement.

2. Assignment of Security Interest. The Retiring Agent hereby assigns all of its rights, powers, and privileges under the Trademark Security Agreement, including those with respect to the Collateral, to the Successor Agent.

3. Further Assurances. The Retiring Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

4. Recordation. The Retiring Agent authorizes and requests that the USPTO and any applicable government officer or relevant governmental authority record this Assignment.

5. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above,

RETIRING AGENT:

JEFFERIES FINANCE LLC

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Accepted and Agreed:

SUCCESSOR AGENT:

HPS INVESTMENT PARTNERS, LLC

By: _____

Name: Vikas Keswani

Title: Managing Director

[Assignment of Security Interests – Trademark Security Agreement]

SCHEDULE A

TRADEMARKS

See Attached

LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

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.	CINEMA WALL	Reald Inc.	41 Int.	Pending ITU	88/138817	01-Oct-2018			USA
3.	CINEMAWALL	Reald Inc.	41 Int.	Pending ITU	88/138811	01-Oct-2018			USA
4.	COLORLINK	ColorLink, Inc.	09 Int.	Reg'd	75/334448	01-Aug-1997	2227501	02-Mar-1999	USA
5.	COLORSELECT	Colorlink, Inc.	09 Int.	Reg'd	78/108612	13-Feb-2002	2675184	14-Jan-2003	USA
6.	COLORSWITCH	Colorlink, Inc.	09 Int.	Reg'd	78/108607	13-Feb-2002	2675183	14-Jan-2003	USA
7.	CQ3	ColorLink, Inc.	09 Int.	Reg'd	78/431332	07-Jun-2004	2992172	06-Sep-2005	USA
8.	DIMENSIONALIZATIO N	Reald DDMG Acquisition, LLC	42 Int.	Reg'd	76/238556	09-Apr-2001	2644205	29-Oct-2002	USA
9.	FACENSENSE	Reald Spark, LLC	09 Int.	Allowed ITU	87/174112	16-Sep-2016			USA
10.	FOR YOUR EYES ONLY	Reald Spark, LLC	09 Int.	Allowed ITU	86/741060	28-Aug-2015			USA
11.	INTELLIGHT	Reald Spark, LLC	Reald Spark, LLC	Reg'd	86/741053	28-Aug-2015	5233214	27-Jun-2017	USA

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
12.	LUXE	Reald Inc.	41 Int.	Reg'd	85/950613	04-Jun-2013	5146920	21-Feb-2017	USA
13.	LUXE (Stylized) (w/color claim)	Reald Inc.	41 Int.	Reg'd	85/950815	04-Jun-2013	5146921	21-Feb-2017	USA
14.	LUXE A REALD EXPERIENCE	Reald Inc.	41 Int.	Reg'd	85/950637	04-Jun-2013	5105285	20-Dec-2016	USA
15.	LUXE A REALD EXPERIENCE	Reald Inc.	41 Int.	Reg'd	201373194 2	16-Sep-2013	535166	20-Feb-2015	Russian Federatio n
16.	LUXE A REALD EXPERIENCE	Reald Inc.	41 Int.	Reg'd	012138483	13-Sep-2013	01213848 3	05-Feb-2014	European Union
17.	LUXE A REALD EXPERIENCE	Reald Inc.	41 Int.	Reg'd	303033729	13-Jun-2014	30303374 7	13-Jun-2014	Hong Kong
18.	LUXE A REALD EXPERIENCE	Reald Inc.	41 Int.	Reg'd	14821144	18-Jul-2014	14821144	14-Sep-2015	China
19.	LUXE A REALD EXPERIENCE & Design (w/color & gray scale)	Reald Inc.	41 Int.	Reg'd	303033747	13-Jun-2014	30303374 7	13-Jun-2014	Hong Kong
20.	POLARCORRECT	ColorLink, Inc.	09 Int.	Reg'd	78/241470	24-Apr-2003	2983899	09-Aug-2005	USA
21.	PRECISION WHITE	Reald Inc.	09 Int.	Reg'd	85/908027	18-Apr-2013	4886267	12-Jan-2016	USA
22.	REAL D	Reald Inc.	09 Int.	Reg'd	2508164	19-Apr-2004	2799269 (2058274)	19-Dec-2005	Argentina
23.	REAL D	Reald Inc.	09 Int.	Reg'd	1094484	13-Jan-2006	1094484	15-Jan-2007	Australia

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
24.	REAL D	RealD Inc.	09 Int.	Reg'd	826433294	26-Apr-2004	826433294	03-Oct-2017	Brazil
25.	REAL D	RealD Inc.	00 Canada	Reg'd	1274653	05-Oct-2005	809872	24-Oct-2011	Canada
26.	REAL D	RealD Inc.	09 Int.	Reg'd	4027476	20-Apr-2004	4027476	28-Nov-2006	China
27.	REAL D	RealD Inc.	09 Int.	Reg'd	003803046	22-Apr-2004	003803046	06-Jul-2005	European Union
28.	REAL D	RealD Inc.	09 Int.	Reg'd	300962983	27-Sep-2007	300962983	15-Apr-2008	Hong Kong
29.	REAL D	RealD Inc.	09 Int.	Reg'd	2004-038039	21-Apr-2004	4863866	13-May-2005	Japan
30.	REAL D	RealD Inc.	09 Int.	Reg'd	40-2004-18382	23-Apr-2004	40-0624816	14-Jul-2005	Korea, Republic of
31.	REAL D	RealD Inc.	09 Int., 41 Int.	Reg'd	808090	17-Jun-2009	808090	17-Jun-2009	New Zealand
32.	REAL D	RealD Inc.	09 Int.	Reg'd	096039260	16-Aug-2007	1321058	01-Aug-2008	Taiwan
33.	REAL D	RealD Inc.	09 Int.	Reg'd	78/318006	23-Oct-2003	3410242	08-Apr-2008	USA
34.	REAL D 3D	RealD, Inc.	09 Int.	Reg'd	85/264822	11-Mar-2011	4203092	04-Sep-2012	USA
35.	real.d 3D & Design (New Logo)	RealD Inc.	09 Int.	Reg'd	85/629722	18-May-2012	4397263	03-Sep-2013	USA

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
36.	REALD & Design (New Block Logo)	Reald Inc.	41 Int., 42 Int.	Reg'd	2015716788	04-Jun-2015	583603	11-Aug-2016	Russian Federation
37.	REALD & Design (New Block Logo)	Reald, Inc.	09 Int.	Reg'd	86/636606	20-May-2015	5142455	14-Feb-2017	USA
38.	REALD & Design (New Block Logo)	Reald, Inc.	41 Int.	Reg'd	86/636600	20-May-2015	4876068	22-Dec-2015	USA
39.	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
40.	REALD & Design (New Block Logo)	Reald Inc.	41 Int.	Reg'd	1682248	19-Nov-2015	1687465	21-Oct-2016	Mexico
41.	REALD & Design (New Block Logo)	Reald Inc.	41 Int., 42 Int.	Reg'd	2015-114306	20-Nov-2015	5874027	12-Aug-2016	Japan
42.	REALD & Design (New Block Logo)	Reald Inc.	41 Int.	Reg'd	3100183	18-Nov-2015	3100183	05-Jan-2018	India
43.	REALD & Design (New Block Logo)	Reald Inc.	41 Int.	Reg'd	303602367	19-Nov-2015	303602367	19-Nov-2015	Hong Kong
44.	REALD & Design (New Block Logo)	Reald Inc.	41 Int., 42 Int.	Reg'd	014808646	17-Nov-2015	014808646	06-May-2016	European Union
45.	REALD & Design (New Block Logo)	Reald Inc.	41 Int.	Reg'd	18350998	17-Nov-2015	18350998	21-Feb-2017	China
46.	REALD & Design (New Block Logo)	Reald Inc.	41 Int.	Pending	1755315	17-Nov-2015			Canada
47.	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
48.	REALD & Design (New Block Logo)	RealD Inc.	41 Int., 42 Int.	Reg'd	1735252	17-Nov-2015	1735252	17-Nov-2015	Australia
49.	realD Logo	RealD Inc.	09 Int.	Reg'd	7863259	26-Nov-2009	7863259	14-May-2014	China
50.	realD Logo	RealD Inc.	41 Int.	Reg'd	7863258	26-Nov-2009	7863258	14-Aug-2012	China
51.	realD Logo	RealD Inc.	09 Int., 41 Int.	Reg'd	777776061	07-Jul-2009	3931826	15-Mar-2011	USA
52.	realD Logo	RealD Inc.	09 Int., 41 Int.	Reg'd	2012730389	29-Aug-2012	497704	11-Oct-2013	Russian Federation
53.	realD Logo	RealD Inc.	09 Int.	Reg'd	3240114	19-Apr-2013	2728040	26-May-2015	Argentina
54.	realD Logo	RealD Inc.	41 Int.	Reg'd	3240115	19-Apr-2013	2659212	26-Jun-2014	Argentina
55.	realD Logo	RealD Inc.	41 Int.	Reg'd	840509995	09-May-2013	0840509995	23-Feb-2016	Brazil
56.	realD Logo	RealD Inc.	09 Int.	Suspende d	840509944	09-May-2013			Brazil
57.	realD Logo	RealD Inc.	09 Int., 41 Int.	Reg'd	1054824	19-Apr-2013	1116438	01-Aug-2014	Chile
58.	realD Logo	RealD Inc.	09 Int.	Reg'd	13-097226	16-Apr-2013	509182	28-Apr-2015	Colombia
59.	realD Logo	RealD Inc.	09 Int.	Reg'd	2013-38765-RE	18-Apr-2013	1974-14	30-Jan-2014	Ecuador
60.	realD Logo	RealD Inc.	09 Int.	Reg'd	530291	18-Apr-2013	202045	26-Aug-2013	Peru

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
61.	realD Logo	RealD Inc.	41 Int.	Reg'd	13-097240	16-Apr-2013	509183	28-Apr-2015	Colombia
62.	realD Logo	RealD Inc.	41 Int.	Reg'd	2013-38767-RE	18-Apr-2013	1029-14	30-Jan-2014	Ecuador
63.	realD Logo	RealD Inc.	41 Int.	Reg'd	530290	18-Apr-2013	77967	26-Aug-2013	Peru
64.	realD Logo	RealD Inc.	41 Int.	Reg'd	444614	18-Apr-2013	444614	09-Apr-2015	Uruguay
65.	realD Logo	RealD Inc.	09 Int.	Reg'd	1380975	07-Jun-2013	1401647	30-Sep-2013	Mexico
66.	realD Logo	RealD Inc.	41 Int.	Reg'd	1380976	07-Jun-2013	1409894	06-Nov-2013	Mexico
67.	REALD ME	RealD, Inc.	09 Int.	Suspende d	87/482665	09-Jun-2017			USA
68.	REALD TRUEIMAGE	RealD Inc.	44 Int.	Reg'd	86/099805	23-Oct-2013	4809205	08-Sep-2015	USA
69.	REALD TRUEMOTION	RealD Inc.	09 Int., 41 Int.	Reg'd	87/099818	11-Jul-2016	5307756	10-Oct-2017	USA
70.	SEE IT REAL.	RealD Inc.	41 Int.	Reg'd	85/629769	18-May-2012	4614216	30-Sep-2014	USA
71.	SOCIALEYES	RealD Spark, LLC	09 Int.	Allowed ITU	87/023669	03-May-2016			USA
72.	STEREOGRAPHICS	RealD Inc.	09 Int.	Reg'd	73/755118	30-Sep-1988	1632949	29-Jan-1991	USA
73.	ULTIMATE SCREEN	RealD Inc.	09 Int.	Reg'd	86/802815	28-Oct-2015	5066119	18-Oct-2016	USA

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
74.	ZSCREEN	Reald Inc.	09 Int.	Reg'd	73/634105	08-Dec-1986	1456285	08-Sep-1987	USA

TRADEMARK

REEL: 006935 FRAME: 0595

RECORDED: 05/11/2020