

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		05/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
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	
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:	87482665	REALD ME

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hkclaw.com,jessica.backus@hkclaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 05/11/2020

Total Attachments: 11

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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 CORTLAND CAPITAL MARKET SERVICES LLC, as the successor collateral agent for the Secured Parties (together with its successors and assigns, the "Successor Agent").

W I T N E S S E T H

WHEREAS, pursuant to that certain Second 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 "Second 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 Second Lien Security Agreement, the Grantors entered into that certain Second 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 0613 (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 Second 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 Second 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 Second 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.

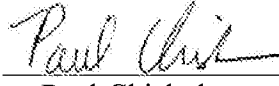
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

[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: 
Name: Paul Chisholm
Title: Managing Director

Accepted and Agreed:

SUCCESSOR AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC

By: 

Name: Winnalynn N. Kantaris

Title: Associate General Counsel

[Signature Page to Second Lien Trademark Assignment]

TRADEMARK
REEL: 006935 FRAME: 0752

SCHEDULE A

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

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RECORDED: 05/11/2020