

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRA 6496/0613		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		11/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Rhombus Intermediate Holdings, LP		
Street Address:	9777 Wilshire Blvd Ste 400		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212-1904		
Entity Type:	Limited Partnership: DELAWARE		
Name:	ReadD Inc.		
Street Address:	100 N. Crescent Drive, Suite 200		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Corporation: DELAWARE		
Name:	ColorLink, Inc.		
Street Address:	100 N. Crescent Drive, Suite 200		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Corporation: DELAWARE		
Name:	RealD DDMG Acquisition, LLC		
Street Address:	100 N. Crescent Drive, Suite 200		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	RealD Spark, LLC		
Street Address:	100 N. Crescent Drive, Suite 200		
City:	Beverly Hills		
TRADEMARK			

State/Country:	CALIFORNIA
Postal Code:	90210
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
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: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: ROB SONESON

Address Line 1: 300 N LASALLE

Address Line 2: KIRKLAND & ELLIS LLP

TRADEMARK

REEL: 007123 FRAME: 0954

Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 48748-1-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 12/04/2020

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 20, 2020 (the “Effective Date”), is made by Cortland Capital Market Services LLC, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature pages hereto (the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of November 30, 2018, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of November 30, 2018, for recordal with the United States Patent and Trademark Office, and an Assignment of Security Interest in Collateral, dated as of May 6, 2020, for recordal with the United States Patent and Trademark Office (collectively, the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 7, 2018 at Reel/Frame 6496/0613 and the Assignment of Security Interest in Collateral was recorded with the United States Patent and Trademark Office on May 11, 2020 at Reel/Frame 6935/0747;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CORTLAND CAPITAL MARKET
SERVICES LLC, acting in its capacity as
Collateral Agent for the Secured Parties**

By: 

Name: Matthew Trybula

Title: Associate Counsel

[Signature Page to Second Lien Trademark Release]

**TRADEMARK
REEL: 007123 FRAME: 0957**

GRANTORS:

RHOMBUS INTERMEDIATE HOLDINGS, LP

By: _____
Name: Subail Rizvi
Title: Authorized Signatory

REALD INC.

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

COLORLINK, INC.

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

REALD DDMG ACQUISITION, LLC

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

REALD SPARK, LLC

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

GRANTORS:

RHOMBUS INTERMEDIATE HOLDINGS, LP

By: _____
Name: Suhail Rizvi
Title: Authorized Signatory


REALD INC.

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

COLORLINK, INC.

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

REALD DDMG ACQUISITION, LLC

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

REALD SPARK, LLC

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

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 DDMMG Acquisition,	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

11.	POLARCORRECT	ColorLink, Inc.		Reg'd	78/241470	24-Apr-2003	2983899	9-Aug-2005	USA
12.	PRECISION WHITE	RealD Inc.		Reg'd	85/908027	18-Apr-2013	4886267	12-Jan-2016	USA
13.	REAL D	RealD Inc.		Reg'd	78/318006	23-Oct-2003	3410242	8-Apr-2008	USA
14.	REAL D 3D	RealD Inc.		Reg'd	85/264822	11-Mar-2011	4203092	4-Sep-2012	USA
15.	REAL.D 3D	RealD Inc.		Reg'd	85/629722	18-May-2012	4397263	3-Sep-2013	USA
16.	REALD	RealD Inc.		Reg'd	86/636606	20-May-2015	5142455	14-Feb-2017	USA
17.	REALD	RealD Inc.		Reg'd	86/636600	20-May-2015	4876068	22-Dec-2015	USA
18.	REAL D	RealD Inc.		Reg'd	77/776061	7-Jul-2009	3931826	15-Mar-2011	USA
19.	REALD ME	RealD Inc.		Suspended	87/482665	9-Jun-2017			USA
20.	REALD TRUEIMAGE	RealD Inc.		Reg'd	86/099805	23-Oct-2013	4809205	8-Sep-2015	USA
21.	REALD TRUEMOTION	RealD Inc.		Reg'd	87/099818	11-Jul-2016	5307756	10-Oct-2017	USA
22.	SEE IT REAL.	RealD Inc.		Reg'd	85/629769	18-May-2012	4614216	30-Sep-2014	USA
23.	STEREOGRAPHICS	RealD Inc.		Reg'd	73/755118	30-Sep-1998	1632949	29-Jan-1991	USA

24.	ULTIMATE SCREEN	ReallD Inc.		Reg'd	86/802815	28-Oct-2015	5066119	18-Oct-2016	USA
25.	ZSCREEN	ReallD Inc.		Reg'd	73/634105	8-Dec-1986	1456285	8-Sep-1987	USA

TRADEMARK

REEL: 007123 FRAME: 0962

RECORDED: 12/04/2020