

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754985

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as successor to Credit Suisse AG, Cayman Islands Branch		08/29/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Panavision Inc.
Street Address:	6101 VARIEL AVENUE
City:	WOODLAND HILLS
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	Corporation: DELAWARE
Name:	Panavision International, L.P.
Street Address:	6101 VARIEL AVENUE
City:	WOODLAND HILLS
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	1513406	3 PERF
Registration Number:	3008003	GENESIS
Serial Number:	78411584	HDMAX
Registration Number:	2129431	MILLENNIUM
Registration Number:	2362873	ONE TAKE
Serial Number:	73080955	PANACAM
Serial Number:	73252669	PANACAM
Serial Number:	73355019	PANACLEAR
Serial Number:	73090572	PANACON
Serial Number:	73355018	PANAFADE
Registration Number:	2092757	PANAFINDER

CH \$1265.00 1513406

Property Type	Number	Word Mark
Serial Number:	73686298	PANAFLASHER
Serial Number:	72407146	PANAFLEX
Serial Number:	73080952	PANAGLIDE
Serial Number:	73081003	PANAGLOW
Serial Number:	73080958	PANAHEAD
Serial Number:	75445584	PANALAB
Serial Number:	75084944	PANALENS LITE
Serial Number:	73080956	PANALITE
Serial Number:	73081002	PANAPOD
Serial Number:	73279609	PANASCOPE
Serial Number:	73686299	PANASLATE
Serial Number:	75084937	PANASPEED
Serial Number:	73080953	PANASTAR
Serial Number:	75084938	PANASTORE
Serial Number:	73235479	PANATAPE
Serial Number:	73686272	PANATATE
Serial Number:	73158544	PANAVID
Serial Number:	73251464	PANAVISION
Serial Number:	71695934	PANAVISION
Serial Number:	72249666	PANAVISION
Serial Number:	72249665	PANAVISION
Serial Number:	78261744	PANAVISION
Serial Number:	76554621	PANAVISION
Serial Number:	76554622	PANAVISION
Serial Number:	78393481	PANAVISION
Serial Number:	78704840	PANAVISION
Serial Number:	74541824	PANAVISION
Serial Number:	78134743	PANAVISION SMARTLENS
Serial Number:	73201287	PANAZOOM
Serial Number:	76493378	PRIMO
Serial Number:	76232789	PRIMO DIGITAL
Serial Number:	75474821	PRIMO MACRO ZOOM
Serial Number:	76554620	PRIMO ZOOM
Serial Number:	74122422	PRIMO ZOOM
Serial Number:	74120932	PRIMO-L
Serial Number:	73686271	SUPER PANAVISION 35
Serial Number:	71670063	SUPER PANATAR
Serial Number:	73238200	ULTRAVIEW

Property Type	Number	Word Mark
Serial Number:	73201288	ULTRAZOOM
CORRESPONDENCE DATA		
Fax Number:		
<i>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.</i>		
Phone:	6504732629	
Email:	ipcalendardept@omm.com	
Correspondent Name:	Scott Pink	
Address Line 1:	2765 Sand Hill Rd.	
Address Line 2:	O'Melveny & Myers LLP	
Address Line 4:	Menlo Park, CALIFORNIA 94025	
ATTORNEY DOCKET NUMBER:	0648882.21	
NAME OF SUBMITTER:	Scott Pink	
SIGNATURE:	/Scott Pink/	
DATE SIGNED:	09/13/2022	
Total Attachments: 5		
source=Panavision - Trademark Release#page1.tif		
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 29, 2022 (the “Effective Date”), is made by Cortland Capital Market Services LLC (as successor to Credit Suisse AG, Cayman Islands Branch, the “Secured Party”) in favor of Panavision Inc., a Delaware corporation (“Borrower”) and Panavision International, L.P., a Delaware limited partnership (the “Subsidiary Grantor”; the Borrower and the Subsidiary Grantor, each a “Grantor”).

WHEREAS, pursuant to that certain First Lien Guarantee and Collateral Agreement, dated as of March 30, 2006, by and among Credit Suisse AG, Cayman Islands Branch (the “Former Secured Party”), the Grantors and the other subsidiaries of the Borrower from time to time party thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Former Secured Party a security interest in certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered the First Lien Trademark Security Agreement, dated as of March 30, 2006 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was originally recorded with the United States Patent and Trademark Office (“USPTO”) on April 14, 2006 at Reel/Frame 003290/0523 and a corrective assignment was recorded with the USPTO on May 1, 2006 at Reel/Frame 003300/0322;

WHEREAS, pursuant to Successor Agent Agreement and Third ARCA Amendment No. 1, dated as of August 20, 2015, by and among the Secured Party, the Former Secured Party, the lenders party thereto and the Borrower, the Former Secured Party resigned and the Secured Party was appointed as the successor Administrative Agent (as defined therein) and successor Collateral Agent (as defined therein) under the Loan Documents (as defined therein), including, without limitation, the Security Agreement and the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party 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 Secured Party, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in the trademarks, trademark registrations, trademark recordings and trademark applications set forth on Schedule A attached hereto and all proceeds of the foregoing, arising under the Security Agreement and the Trademark Security Agreement (the “Released Trademark Collateral”). If and to the extent that the Secured Party has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement or the Security Agreement, the Secured Party, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor that is the owner of such Released Trademark Collateral.

3. Termination. The Secured Party, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Secured Party 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 each Grantor, at such Grantor's 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 New York.

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

**CORTLAND CAPITAL MARKET
SERVICES LLC**

By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Trademark Release]

SCHEDULE A

<u>Mark</u>	<u>Registration Number Serial Number</u>	<u>Owner</u>
3 PERF	Reg. No. 1513406 Serial No. 73686300	Panavision International, L.P.
GENESIS	Reg. No. 3008003 Serial No. 78421002	Panavision International, L.P.
HDMAX	Serial No. 78411584	Panavision International, L.P.
MILLENNIUM	Reg. No. 2129431 Serial No. 75091167	Panavision International, L.P.
ONE TAKE	Reg. No. 2362873 Serial No. 75445115	Panavision Inc.
PANACAM	Reg. No. 1048455 Serial No. 73080955	Panavision International, L.P.
PANACAM	Reg. No. 1160798 Serial No. 73252669	Panavision International, L.P.
PANACLEAR	Reg. No. 1240096 Serial No. 73355019	Panavision International, L.P.
PANACON	Reg. No. 1057469 Serial No. 73090572	Panavision International, L.P.
PANAFADE	Reg. No. 1240095 Serial No. 73355018	Panavision International, L.P.
PANAFINDER	Reg. No. 2092757 Serial No. 75084943	Panavision International, L.P.
PANAFLASHER	Reg. No. 1489191 Serial No. 73686298	Panavision International, L.P.
PANAFLEX	Reg. No. 976767 Serial No. 72407146	Panavision International, L.P.
PANAGLIDE	Reg. No. 1048452 Serial No. 73080952	Panavision International, L.P.
PANAGLOW	Reg. No. 1117579 Serial No. 73081003	Panavision International, L.P.
PANAHEAD	Reg. No. 1048456 Serial No. 73080958	Panavision International, L.P.
PANALAB	Reg. No. 2423708 Serial No. 75445584	Panavision Inc.
PANALENS LITE	Reg. No. 2071481 Serial No. 75084944	Panavision International, L.P.
PANALITE	Reg. No. 1117578 Serial No. 73080956	Panavision International, L.P.
PANAPOD	Reg. No. 1048457 Serial No. 73081002	Panavision International, L.P.
PANASCOPE	Reg. No. 1460654 Serial No. 73279609	Panavision International, L.P.
PANASLATE	Reg. No. 1489192 Serial No. 73686299	Panavision International, L.P.
PANASPEED	Reg. No. 2047615 Serial No. 75084937	Panavision International, L.P.
PANASTAR	Reg. No. 1048453 Serial No. 73080953	Panavision International, L.P.
PANASTORE	Reg. No. 2069160 Serial No. 75084938	Panavision International, L.P.

Mark	Registration Number Serial Number	Owner
PANATAPE	Reg. No. 1165329 Serial No. 73235479	Panavision International, L.P.
PANATATE	Reg. No. 1489190 Serial No. 73686272	Panavision International, L.P.
PANAVID	Reg. No. 1109241 Serial No. 73158544	Panavision International, L.P.
PANAVISION	Reg. No. 1160790 Serial No. 73251464	Panavision International, L.P.
PANAVISION and Design	Reg. No. 0627362 Serial No. 71695934	Panavision International, L.P.
PANAVISION	Reg. No. 0834705 Serial No. 72249666	Panavision International, L.P.
PANAVISION	Reg. No. 0845014 Serial No. 72249665	Panavision International, L.P.
PANAVISION	Serial No. 78261744	Panavision International, L.P.
PANAVISION	Serial No. 76554621	Panavision International, L.P.
PANAVISION and Design	Serial No. 76554622	Panavision International, L.P.
PANAVISION	Serial No. 78393481	Panavision International, L.P.
PANAVISION	Serial No. 78704840	Panavision International, L.P.
PANAVISION and Design	Reg. No. 1972238 Serial No. 74541824	Panavision International, L.P.
PANAVISION SMARTLENS	Reg. No. 2784218 Serial No. 78134743	Panavision Inc.
PANAZOOM	Reg. No. 1135646 Serial No. 73201287	Panavision International, L.P.
PRIMO	Reg. No. 2806460 Serial No. 76493378	Panavision, Inc.
PRIMO DIGITAL	Reg. No. 2651367 Serial No. 76232789	Panavision International, L.P.
PRIMO MACRO ZOOM	Reg. No. 2358355 Serial No. 75474821	Panavision Inc.
PRIMO ZOOM	Reg. No. 2986885 Serial No. 76554620	Panavision International, L.P.
PRIMO ZOOM	Reg. No. 1688809 Serial No. 74122422	Panavision International, L.P.
PRIMO-L	Reg. No. 1688807 Serial No. 74120932	Panavision International, L.P.
SUPER PANAVISION 35	Reg. No. 1489189 Serial No. 73686271	Panavision International, L.P.
SUPER PANATAR and Design	Reg. No. 0620347 Serial No. 71670063	Panavision International, L.P.
ULTRAVIEW	Reg. No. 1149702 Serial No. 73238200	Panavision International, L.P.
ULTRAZOOM	Reg. No. 1135647 Serial No. 73201288	Panavision International, L.P.