

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Films Corporation		04/10/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mega International Commercial Bank Co., Ltd, Silicon Valley Branch		
Street Address:	333 W. San Carlos Street, Suite #100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3383306	PALLET LOCK	
Registration Number:	3570846	FILM OF TOMORROW	
Registration Number:	2428823	A GENERATION AHEAD	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-268-6810		
Email:	kfraser@mofo.com		
Correspondent Name:	Rosemary S. Tarlton		
Address Line 1:	Morrison & Foerster LLP		
Address Line 2:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	26486-20		
NAME OF SUBMITTER:	Rosemary S. Tarlton		

CH \$90.00 3383306

Signature:	/Rosemary S. Tarlton/
Date:	04/10/2012
<b>Total Attachments: 12</b> source=26486-20 - 2 3 3 Patent and Trademark Security Agreement (Pinnacle)#page1.tif source=26486-20 - 2 3 3 Patent and Trademark Security Agreement (Pinnacle)#page2.tif source=26486-20 - 2 3 3 Patent and Trademark Security Agreement (Pinnacle)#page3.tif source=26486-20 - 2 3 3 Patent and Trademark Security Agreement (Pinnacle)#page4.tif source=26486-20 - 2 3 3 Patent and Trademark Security Agreement (Pinnacle)#page5.tif source=26486-20 - 2 3 3 Patent and Trademark Security Agreement (Pinnacle)#page6.tif source=26486-20 - 2 3 3 Patent and Trademark Security Agreement (Pinnacle)#page7.tif source=26486-20 - 2 3 3 Patent and Trademark Security Agreement (Pinnacle)#page8.tif source=26486-20 - 2 3 3 Patent and Trademark Security Agreement (Pinnacle)#page9.tif source=26486-20 - 2 3 3 Patent and Trademark Security Agreement (Pinnacle)#page10.tif source=26486-20 - 2 3 3 Patent and Trademark Security Agreement (Pinnacle)#page11.tif source=26486-20 - 2 3 3 Patent and Trademark Security Agreement (Pinnacle)#page12.tif	

**PATENT AND TRADEMARK SECURITY AGREEMENT  
(Pinnacle)**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 10, 2012, is made between PINNACLE FILMS CORPORATION, a Delaware corporation (the "Grantor"), and MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD., SILICON VALLEY BRANCH, as agent for the Banks referred to below (in such capacity, the "Agent").

The Grantor, AmTopp Corporation, a Delaware corporation, Omatex Corporation, a Delaware corporation, Vifan USA Inc., a Delaware corporation, Salerno Packaging Inc., a Delaware corporation, and Hartman Plastics Corporation, a Delaware corporation (each a "Borrower" and, collectively, the "Borrowers"), certain financial institutions as lenders (the "Banks") and the Agent are parties to a Term Loan Agreement dated as of April 10, 2012 (as amended, amended and restated, modified, renewed or extended from time to time, the "Credit Agreement"). It is a condition precedent to the Borrowings under the Credit Agreement that the Grantor enter into this Agreement and grant to the Agent, for itself and for the ratable benefit of the Banks, the security interests hereinafter provided to secure the obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

**SECTION 1 Definitions; Interpretation.**

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Secured Obligations" means the indebtedness, liabilities and other obligations of the Borrowers to the Agent and the Banks under or in connection with the Credit Agreement, the Notes and the other Loan Documents, including all unpaid principal of the Loans, all interest accrued thereon, all fees due under the Credit Agreement and all other amounts payable by the Borrowers to the Agent and the Banks thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against Grantor of any Insolvency Proceeding naming such Person as the debtor in such proceeding.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation set forth in Section 1.03 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

## SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby assigns, transfers and conveys to the Agent, and grants a security interest in and mortgage to the Agent, for itself and on behalf of and for the ratable benefit of the Banks, all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all domestic patents and patent applications, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedules A and B), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), and federal trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedules C and D), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles and rights to payment associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 23.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The Grantor acknowledges that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

SECTION 4 Representations and Warranties. The Grantor represents and warrants to each Bank and the Agent that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and registrations owned by the Grantor, in whole or in part, is set forth in Schedule A.

(b) Patent Applications. A true and correct list of all of the existing Collateral consisting of U.S. patent applications owned by the Grantor, in whole or in part, is set forth in Schedule B.

(c) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks and trademark registrations owned by the Grantor, in whole or in part, is set forth in Schedule C.

(d) Trademark Applications. A true and correct list of all of the existing Collateral consisting of U.S. trademark applications owned by the Grantor, in whole or in part, is set forth in Schedule D.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the PTO, at the expense of the Grantor.

SECTION 6 Future Rights. Except as otherwise expressly agreed to in writing by the Agent, if and when the Grantor shall obtain rights to any new patentable inventions or any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any patents or trademarks, or any improvement of any patent, the provisions of Section 2 shall automatically apply thereto and the Grantor shall give to the Agent prompt notice thereof. The Grantor shall do all things deemed necessary or advisable by the Agent to ensure the validity, perfection, priority and enforceability of the security interests of the Agent in such future acquired Collateral. The Grantor hereby authorizes the Agent to modify, amend, or supplement the Schedules hereto and to reexecute this Agreement from time to time on the Grantor's behalf and as its attorney-in-fact to include any such future Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

SECTION 7 Agent Appointed Attorney-in-Fact. The Agent shall have the right to, in the name of the Grantor, or in the name of the Agent or otherwise, without notice to or assent by the Grantor, and the Grantor hereby constitutes and appoints the Agent (and any of the Agent's officers or employees or agents designated by the Agent) as the Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Agent: (i) to sign and file in the name of the Grantor any financing statement (with or without Grantor's signature) or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Agent deems necessary or advisable in order to perfect or continue perfected, maintain the priority or

enforceability of or provide notice of the Agent's security interest in, the Collateral; and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Grantor, which the Agent may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or, after the occurrence of any Event of Default, institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and, (C) during the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for the Agent to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall the Agent have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Collateral to any Person, including itself, without the Grantor's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Banks have any Commitments or the Secured Obligations have not been paid and performed in full. The Grantor hereby ratifies, to the extent permitted by law, all that the Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

**SECTION 8 Agent Performance of Grantor Obligations.** The Agent may perform or pay any obligation which the Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantor shall reimburse the Agent on demand for any amounts paid by the Agent pursuant to this Section 8.

**SECTION 9 Agent's Duties.** Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Agent hereunder, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

**SECTION 10 Remedies.** Upon the occurrence of any Event of Default, the Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Grantor agrees that the Agent shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of the Agent's rights or remedies upon or after the occurrence of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Agent deems necessary or advisable, in the name of the Grantor or the Agent, to enforce or protect any Collateral, and any license thereunder, in which event the Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all documents required by the Agent in aid of such enforcement.

**SECTION 11 Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses specified in the Credit Agreement. All such notices and communications shall be effective (i) if delivered by hand, when delivered; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, first class (or air mail, with respect to communications to be sent to or from the United States), postage prepaid; and (iii) if sent by facsimile transmission or electronic mail, when sent; provided, however, that notices and communications to the Agent shall not be effective until actually received by the Agent, and notices delivered to the Administrative Borrower shall constitute notice to all Credit Parties.

SECTION 12 No Waiver; Cumulative Remedies. No failure on the part of the Agent to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Agent.

SECTION 13 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Agent and each Bank and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 14 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.**

SECTION 15 Submission to Jurisdiction. **THE GRANTOR HEREBY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES SITTING IN THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS, (B) AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS, (C) IRREVOCABLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY OBJECTION WHICH IT NOW OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY OF THE FOREGOING COURTS, AND ANY OBJECTION ON THE GROUND THAT ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND (D) AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PERMITTED BY LAW.**

SECTION 16 Waiver of Jury Trial. **THE GRANTOR AND THE AGENT HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE GRANTOR AND THE AGENT HEREBY AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM, OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. A COPY OF THIS SECTION 16 MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF THE RIGHT TO TRIAL BY JURY AND CONSENT TO TRIAL BY COURT. THIS SECTION 16 MAY NOT BE AMENDED,**

**MODIFIED, TERMINATED OR WAIVED EXCEPT BY A WRITING WHICH MAKES SPECIFIC REFERENCE TO THIS SECTION 16.**

SECTION 17 Limitation on Liability. No claim shall be made by any party hereto for any special, indirect, exemplary, consequential or punitive damages in respect of any breach or wrongful conduct (whether or not the claim therefor is based on contract, tort or duty imposed by law), in connection with, arising out of or in any way related to the transactions contemplated by this Agreement or any act or omission or event occurring in connection therewith; and each party hereto hereby waives, releases and agrees not to sue upon any such claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

SECTION 18 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 19 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 20 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 21 Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Sections 1.02 and 1.03 and Article XIII thereof, such provisions are incorporated herein by this reference.

SECTION 22 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 23 Termination. Upon the termination of the Commitments of the Banks and payment and performance in full of all Secured Obligations, the security interests contemplated by this Agreement shall terminate and the Agent shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Agent hereunder, including cancellation of this Agreement by written notice from the Agent to the PTO.

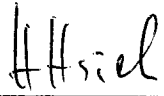
[Signature on Following Page]

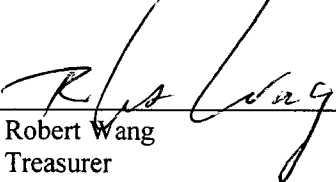


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**THE GRANTOR**

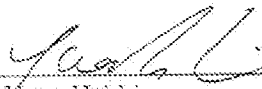
**PINNACLE FILMS CORPORATION,**  
a Delaware corporation

By:   
Name: Homer Hsieh  
Title: Chief Executive Officer

By:   
Name: Robert Wang  
Title: Treasurer

THE AGENT

MEGA INTERNATIONAL COMMERCIAL BANK,  
CO., LTD., SILICON VALLEY BRANCH, as Agent

By:   
Name: Yuan Hsi Lin  
Title: Senior Vice President and  
General Manager

SCHEDULE A  
to the Patent and Trademark Security Agreement

Issued U.S. Patents of the Grantor

None.

SCHEDULE B  
to the Patent and Trademark Security Agreement  
Pending U.S. Patent Applications of the Grantor

None.

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Patent and Trademark Security Agreement (Pinnacle) [2.3.3]  
sf-3127591

**TRADEMARK**  
**REEL: 004754 FRAME: 0249**

SCHEDULE C  
to the Patent and Trademark Security Agreement

U.S. Trademarks of the Grantor

<b>Country</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Mark</b>	<b>Application Date, Registration Date</b>
USA	78931051	3383306	PALLET LOCK	7/17/2006; 2/12/2008;
USA	78931054	3570846	FILM OF TOMORROW	7/17/2006; 2/3/2009
USA	75636782	2428823	A GENERATION AHEAD	2/8/1999; 2/13/2001

SCHEDULE D  
to the Patent and Trademark Security Agreement  
Pending U.S. Trademark Applications of the Grantor

None.

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Patent and Trademark Security Agreement (Pinnacle) [2.3.3]  
sf-3127591

**RECORDED: 04/10/2012**

**TRADEMARK  
REEL: 004754 FRAME: 0251**