

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REALD INC.		03/22/2016	Corporation: DELAWARE
STEREOGRAPHICS CORPORATION		03/22/2016	Corporation: CALIFORNIA
COLORLINK INC.		03/22/2016	Corporation: DELAWARE
REALD DDMG ACQUISITION, LLC		03/22/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HIGHBRIDGE PRINCIPAL STRATEGIES, LLC		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	4440584	CERTIFIED REAL D	
Serial Number:	86568846	CINEMA WALL	
Serial Number:	86568844	CINEMAWALL	
Registration Number:	2227501	COLORLINK	
Registration Number:	2675184	COLORSELECT	
Registration Number:	2675183	COLORSWITCH	
Registration Number:	2992172	CQ3	
Registration Number:	2644205	DIMENSIONALIZATION	
Serial Number:	86741060	FOR YOUR EYES ONLY	
Registration Number:	3755067	IN-THREE	
Serial Number:	86741053	INTELILIGHT	
Serial Number:	85950613	LUXE	
Serial Number:	85950815	LUXE	
Serial Number:	85950637	LUXE A REALD EXPERIENCE	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3931850	
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
Serial Number:	86636606	REALD
Serial Number:	86636600	REALD
Serial Number:	86741049	REALD INTELILIGHT
Registration Number:	3931826	REAL D
Registration Number:	4809205	REALD TRUEIMAGE
Serial Number:	85739532	REALUX
Serial Number:	85739531	REALUX
Registration Number:	4614216	SEE IT REAL.
Registration Number:	3394224	SNAPWAVE
Registration Number:	1632949	STEREOGRAPHICS
Registration Number:	3751612	THE DIMENSIONALISTS
Serial Number:	86802815	ULTIMATE SCREEN
Registration Number:	1456285	ZSCREEN

CORRESPONDENCE DATA

Fax Number: 2128225096

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.

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: 28 Liberty Street

Address Line 2: Attn: Nathaniel T. Browand

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	34408.02100
NAME OF SUBMITTER:	Nathaniel T. Browand
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	03/22/2016

Total Attachments: 6

source=06. Rhombus - Trademark Security Agreement (executed)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2016 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors") in favor of Highbridge Principal Strategies, LLC, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"). Capitalized terms used by not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, each of the Grantors is the owner of certain trademarks and trademark applications as indicated in the attached Schedule of Registered Trademarks;

WHEREAS, each Grantor has contemporaneously with the execution of this Trademark Security Agreement entered into the Pledge and Security Agreement dated as of March 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in which each Grantor has granted certain interests in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed with the Collateral Agent and the Secured Parties to execute this Agreement;

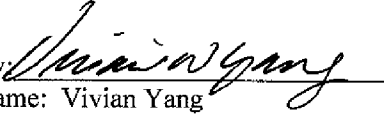
NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks listed on the attached Schedule of Registered Trademarks, , 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 as collateral security for the payment in full when due of all the Secured Obligations. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control. For the avoidance of doubt, notwithstanding anything to the contrary herein, no security interest is granted hereunder, and 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 United States Patent and Trademark Office,

Date: March 22, 2016

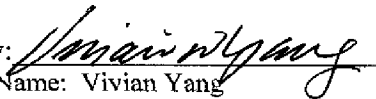
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IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

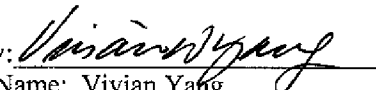
REALD INC.

By: 
Name: Vivian Yang
Title: Executive Vice President, General
Counsel and Secretary

STEREOGRAPHICS CORPORATION

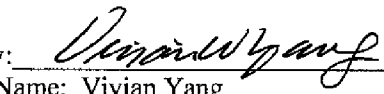
By: 
Name: Vivian Yang
Title: Secretary

COLORLINK INC.

By: 
Name: Vivian Yang
Title: Secretary

REALD DDMG ACQUISITION, LLC

By: RealD Inc., the sole Member of RealD
DDMG Acquisition, LLC

By: 
Name: Vivian Yang
Title: Executive Vice President, General
Counsel and Secretary


[Signature Page – Trademark Security Agreement]

**HIGHBRIDGE PRINCIPAL STRATEGIES,
LLC,**
as Collateral Agent

By:

Name:

Title:



VYAS KESWANI
MANAGING DIRECTOR


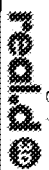



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**TRADEMARK
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SCHEDULE OF
REGISTERED TRADEMARKS

U.S. Trademark

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.	Registered	85/258703	03-04-2011	4440584	11-26-2013	USA
2.	CINEMA WALL	RealD Inc.	41 Int.	Allowed	86/568846	03-18-2015			USA
3.	CINEMAWALL	RealD Inc.	41 Int.	Allowed	86/568844	03-18-2015			USA
4.	COLORLINK	Colorlink, Inc.	09 Int.	Registered	75/334448	08-01-1997	2227501	03-02-1999	USA
5.	COLORSELECT	Colorlink, Inc.	09 Int.	Registered	78/108612	02-13-2002	2675184	01-14-2003	USA
6.	COLORSWITCH	Colorlink, Inc.	09 Int.	Registered	78/108607	02-13-2002	2675183	01-14-2003	USA
7.	CQ3	Colorlink, Inc.	09 Int.	Registered	78/431332	06-07-2004	2992172	09-06-2005	USA
8.	DIMENSIONALIZATION	RealD DDMG Acquisition, LLC	42 Int.	Registered	76/238556	04-09-2001	2644205	10-29-2002	USA
9.	FOR YOUR EYES ONLY	RealD Inc.	09 Int.	Pending	86/741060	08-28-2015			USA
10.	IN THREE	RealD DDMG Acquisition, LLC		Registered	77/138308	03-22-2007	3755067	03-02-2010	USA
11.	INTELLIGHT	RealD Inc.	09 Int.	Pending	86/741053	08-28-2015			USA
12.	LUXE	RealD Inc.	41 Int.	Allowed	85/950613	06-04-2013			USA
13.	LUXE (Stylized) (w/color claim) 	RealD Inc.	41 Int.	Allowed	85/950815	06-04-2013			USA
14.	LUXE A REALD EXPERIENCE	RealD Inc.	41 Int.	Allowed	85/950637	06-04-2013			USA

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
15.	MISC. DESIGN (Robotic Toy Dog Wearing Glasses) 	Reald Inc.	41 Int.	Registered	77/783899	07-17-2009	3931850	03-15-2011	USA
16.	POLARCORRECT	ColorLink, Inc.	09 Int.	Registered	78/241470	04-24-2003	2983899	08-09-2005	USA
17.	PRECISION WHITE	Reald Inc.	09 Int.	Registered	85/908027	04-18-2013	4886267	01-12-2016	USA
18.	REAL D	Reald Inc.	09 Int.	Registered	78/3180096	10-23-2003	3410242	04-08-2008	USA
19.	REAL D 3D	Reald Inc.	09 Int.	Registered	85/264822	03-11-2011	4203092	09-04-2012	USA
20.	real.d 3D & Design (New Logo) 	Reald Inc.	09 Int.	Registered	85/629722	05-18-2012	4397263	09-03-2013	USA
21.	REALD & Design (New Block Logo) 	Reald Inc.	09 Int.	Allowed	86/636606	05-20-2015			USA
22.	REALD & Design (New Block Logo) 	Reald Inc.	41 Int.	Registered	86/636600	05-20-2015	4876068	12-22-15	USA
23.	REALD INTELLIGHT	Reald Inc.	09 Int.	Suspended	86/741049	08-28-2015			USA
24.		Reald Inc.	41 Int.	Registered	77/776061	07-06-2009	3931826	03-15-2011	USA
25.	REALD TRUEIMAGE	Reald Inc.	44 Int.	Allowed	86/099805	10-23-2013	4809205	09-11-2015	USA
26.	REALUX	Reald Inc.	41 Int.	Allowed	85/739532	09-26-2012			USA
27.	REALUX	Real D Inc.	09 Int.	Allowed	85/739531	09-26-2012			USA
28.	SEE IT REAL	Reald Inc.	41 Int.	Registered	85/629769	05-18-2012	4614216	09-30-2014	USA
29.	SNAPWAVE	ColorLink, Inc.	09 Int.	Registered	77/131457	03-15-2007	3394224	03-11-2008	USA

No.	Mark	Record Owner	Class	Status	Application No.	Application Date	Registration No.	Registration Date	Country
30.	STEREOGRAPHICS	Reald Inc.	09 Int.	Registered	73/755118	09-30-1988	1632949	01-29-1991	USA
31.	THE DIMENSIONALISTS	Reald DDMB Acquisition, LLC	41 Int.	Registered	77/754784	06-08-2009	3751612	02-23-2010	USA
32.	ULTIMATE SCREEN	Reald Inc.	09 Int.	Pending	86/802815	10-28-2015			USA
33.	ZSCREEN	Reald Inc.	09 Int.	Registered	73/634105	12-08-1986	1456285	09-08-1987	USA

TRADEMARK

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RECORDED: 03/22/2016