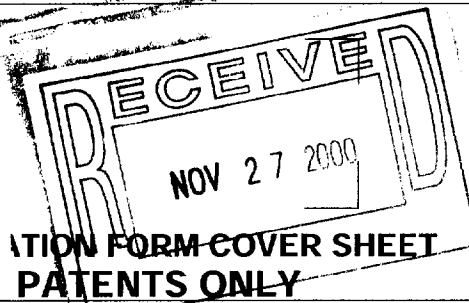


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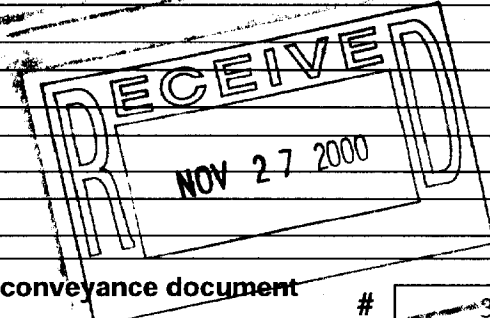
Name Tasha D. Nguyen

Address (line 1) Holland & Knight LLP

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Address (line 3) Los Angeles, CA 90071-2040

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Tasha D. Nguyen

Tasha D. Nguyen
Signature

11/27/2000
Date

Name of Person Signing

ASSIGNMENT FOR SECURITY
(PATENT)

WHEREAS, E.F. Nettmann & Associates, Inc., a California corporation ("Assignor"), owns the letters patent of the United States described on Exhibit A attached hereto (the "Patent");

WHEREAS, Assignor is obligated to Matthews Studio Equipment Group, a California corporation, and Matthews Studio Electronics, Inc., a California corporation (collectively herein the "Assignees"), and Assignor has entered into a Security Agreement dated November 22, 2000 in favor of Assignees (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignees, and granted to Assignees a security interest in, and mortgage on, all right, title and interest of the Assignor in and to the Patent, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patent (the "Collateral"), to secure the prompt payment, performance and observance of the Remaining Payment (as defined in the Security Agreement) and Assignor's obligations under the Security Agreement (the "Secured Obligations");

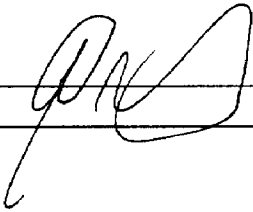
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignees and grant to Assignees a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignees with respect to the assignment of, security interest in, and mortgage on the Collateral made and granted hereby are subject to the terms and provisions of the Security Agreement.

The address of Assignees is 3111 N. Kenwood Street, Burbank, California 91505.

IN WITNESS WHEREOF, Assignor has caused this Assignment for Security (Patent) to be duly executed by its officer thereunto duly authorized as of the 22nd day of November, 2000.

E.F. NETTMANN & ASSOCIATES, INC.

By:  _____
Its: _____ President