11-27-2001



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U.S. Department of Commerce Patent and Trademark Office PATENT

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RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademark	ks: Please record the attached original document(s) or copy(ies).
O. I. I. I. T.	Conveyance Type
New 11-27-0	Assignment Security Agreement
Resubmission (Non-Recordation) Document ID# 101799248	License Change of Name
Correction of PTO Error Reel # Frame #	Merger Other U.S. Government
Corrective Document Reel # Frame #	(For Use ONLY by U.S. Government Agencies) Departmental File Secret File
Conveying Party(ies)	Mark if additional names of conveying parties attached Execution Date
Name (line 1) VARI-LITE, INC.	12/29/00
Name (line 2)	Execution Date
Second Party Name (line 1)	Month Day Year
Name (line 2)	
Receiving Party	Mark if additional names of receiving parties attached
Name (line 1) FIRSTAR BANK, NATIONAL ASSO	OCIATION If document to be recorded is an assignment and the receiving party is not
Name (line 2)	domiciled in the United States, an appointment of a domestic
Address (line 1) 425 WALNUT STREET	representative is attached. (Designation must be a separate document from Assignment.)
Address (line 2)	Assignment
Address (line 3) CINCINNATI	OHIO/USA 45202 State/Country Zip Code
Domestic Representative Name and A	
Name	
Address (line 1)	
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer,

Washington,
D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB

FORM PTO-1619B Expires 06/30/99 OMB 0651-0027	Page	e 2		partment of Commerce and Trademark Office PATENT
Correspondent Name and Address	Area Code a	and Telephone Number	(2	16) 622-8200
Name Diane Dobrea, Esq.				
Address (line 1) CALFEE, HALTER & GRISWO	LD LLP.			
Address (line 2) 1400 MCDONALD INVESTMEN	IT CENTER			
Address (line 3) 800 SUPERIOR AVENUE				
Address (line 4) CLEVELAND, OHIO/USA 4413	3			
Pages Enter the total number of p including any attachments	-	thed conveyance docu	ment #	‡ 39
Application Number(s) or Patent Nu	ımber(s)	✓ Mark	if additional n	umbers attached
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Patent Application Number(s)		Pate	ent Number((s)
08/544,759 29/087,5522		6,123,436	6,031,749	5,959,758
09/280,792 29/112,443		6,113,252	6,011,640	5,934,794
09/565,040 29/131,312		6,046,861	5,969,868	5,882,107
If this document is being filed together with a new P was	atent Application, en	ter the date the patent appli	cation	Month Day Year
Patent Cooperation Treaty (PCT)				
Enter PCT application number	PCT	PCT	P	СТ
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Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Authorization to charge additional fees:

Diane H. Dobrea

Dane H. Dobua / HOM

11/26/01

No

Name of Person Signing

Signature

Date

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		5,829,868	5,758,956	5,432,691
		5,825,548	5,728,994	5,367,444
		5,798,619	5,640,061	5,329,431
		5,774,273	5,590,954	5,307,295
		5,769,527	5,454,477	5,282,121

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Pa	tent Application Number(s) Patent Number	(s)
	5,278,742 4,980,806	4,602,321
	5,209,560 4,972,306	4,392,187
	5,186,536 4,800,474	D 420,332
	5,073,847 4,779,176	D 417,300
	5,010,459 4,701,833	D 415,301

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FORM PTO-1619A **U.S. Department of Commerce** Expires 06/30/99 Patent and Trademark Office OMB 0651-0027 **PATENT** REC ÆT. TO: The Commissioner of Patents and Trademarks Please record the attached original document(s) or copy(ies). Submission Type Conveyance Type ✓ New **Assignment Security Agreement** Resubmission (Non-Recordation) License Change of Name **Document ID#** Correction of PTO Error Merger Other Reel# Frame # U.S. Government **Corrective Document** (For Use ONLY by U.S. Government Agencies) Reel# Frame # Departmental File **Secret File** Mark if additional names of conveying parties attached Execution Date

Month Day Year Conveying Party(ies) Name (line 1) VARI-LITE, INC. 12/29/00 Name (line 2) **Execution Date** Second Party Month Day Name (line 1) Name (line 2) **Receiving Party** Mark if additional names of receiving parties attached Name (line 1) | FIRSTAR BANK, NATIONAL ASSOCIATION If document to be recorded is an assignment and the receiving party is not domiciled in the United Name (line 2) States, an appointment of a domestic representative is attached. Address (line 1) 425 WALNUT STREET (Designation must be a separate document from Assignment.) Address (line 2) Address (line 3) CINCINNATI OHIO/USA 45202 City State/Country Zip Code **Domestic Representative Name and Address** Enter for the first Receiving Party only. Name Address (line 1) Address (line 2) Address (line 3) Address (line 4) FOR OFFICE USE ONLY

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Pages Enter the total number of page including any attachments.	es of the attached conveyance	document # 39
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was		
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only if a U.S. Application Number	PCT PCT	PCT
has not been assigned. Number of Properties Enter the total n	umber of properties involved.	# 51
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Name of Person Signing

Signature Signature

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Date

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Pa	ent Application Number(s) Patent Numbe	r(s)
	413,995 347,113	
	377,338	
	366,712	
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	350,408	

PATENT

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PATENT

PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") is made by VARI-LITE, INC., a Delaware corporation having its principal office and place of business at 201 Regal Row, Dallas, Texas 75247 ("Grantor"), in favor of FIRSTAR BANK, NATIONAL ASSOCIATION, a national banking association whose address is 425 Walnut Street, Cincinnati, Ohio 45202 ("Grantee"):

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to a certain Financing Agreement of even date herewith (as the same may hereafter be amended, supplemented, amended and restated, renewed or otherwise modified from time to time, the "Financing Agreement"), which Financing Agreement provides (i) for the Grantee to, from time to time, extend credit to or for the account of Grantor and (ii) for the grant by Grantor to Grantee of a security interest in certain of Grantor's assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, service names, trademarks, trademark applications, trade names, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Financing Agreement</u>. The Financing Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto
- 2. <u>Security Interest in Patents</u>. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Grantor hereby grants and conveys to Grantee a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:
- (A) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on <u>Schedule A</u>, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the

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world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

- (B) license agreements with any other party, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on <u>Schedule C</u> attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Financing Agreement) now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").
- 3. Security Interest in Trademark and Goodwill. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Financing Agreement), Grantor hereby grants and conveys to Grantee a lien and security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:
- (A) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and
- (B) the goodwill of Grantor's business, including, but not by way of limitation, such goodwill connected with and symbolized by the Trademarks.
- 4. <u>Restrictions on Future Assignments</u>. Grantor agrees that until the Obligations shall have been satisfied in full and the Financing Agreement shall have been terminated, Grantor will not, without Grantee's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement) and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.
- 5. New Patents, Trademarks, and Licenses. Grantor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses now owned by Grantor. If, before the Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the

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benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee as attorney in fact to modify this Agreement by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Agreement with the United States Patent and Trademark Office.

- 6. <u>Representations and Warranties</u>. Grantor represents and warrants to and agrees with Grantee that:
- (i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
 - (ii) Each of the Patents and Trademarks is valid and enforceable;
- (iii) Grantor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;
- (iv) This Agreement does not violate and is not in contravention of any other agreement to which Grantor is a party or any judgment or decree by which Grantor is bound and does not require any consent under any other agreement to which Grantor is a party or by which Grantor is bound. Upon the occurrence of and during the continuance of an Event of Default, Grantor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Grantee as assignee of Grantor's entire interest;
- (v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens (as defined in the Financing Agreement); and
- (vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.
- 7. <u>Terms</u>. The term of the security interests granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Obligations have been paid in full and the Financing Agreement has been terminated.

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- 8. <u>Contingent Assignment</u>. The Grantor has executed in blank and delivered to the Grantee an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Trademarks") and an assignment of federally registered patents in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). The Grantor hereby authorizes the Grantee to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Trademarks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Grantee's remedies under this Agreement.
- 9. <u>Duties of Grantor</u>. Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate to the extent the making of such application is consistent with past practices of Grantor and unless the officers of Grantor reasonably determine in their best business judgment that the application is not in the best interests of the Grantor, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, structured in connection with such applications shall be borne by Grantor. Grantor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark without the consent of Grantee.
- 10. Financing Statements: Documents. At the request of Grantee, Grantor will join with Grantee in executing one or more financing statements pursuant to the Ohio version of the Uniform Commercial Code in form satisfactory to Grantee and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Grantee. Grantor will execute and deliver to Grantee from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Grantee may require for the purpose of confirming Grantee's interest in the Patents, Trademarks and Licenses.
- defined in the Financing Agreement), Grantee shall have the same rights, if any, as Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand and as a part of the Obligations, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this <u>Paragraph 11</u>.
- 12. <u>Waivers</u>. No course of dealing between Grantor and Grantee nor any failure to exercise nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Financing Agreement shall operate as a waiver thereof; nor shall

any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 13. <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 14. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>Paragraph 5</u> hereof or by a writing signed by the parties hereto.
- 15. <u>Cumulative Remedies; Effect on Financing Agreement.</u> All of Grantee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Financing Agreement or any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under Financing Agreement but rather is intended to facilitate the exercise of such rights and remedies.
- 16. <u>Binding Effect; Benefits</u>. This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.
- 17. <u>Governing Law</u>. This Agreement has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio.

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IN WITNESS WHEREOF, VARI-LITE, INC., by its duly authorized officer, has executed this Agreement as of the 29th day of December, 2000.

Signed and acknowledged in the presence of:

VARI-LITE, INC.

Name: Jerome L. Trojan III

Title: Vice President-Finance and CFO

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

The foregoing Patent, Trademark and License Security Agreement was executed and acknowledged before me this 29th day of December, 2000, by Jerome L. Trojan III, the Vice President-Finance and CFO of VARI-LITE, INC., a Delaware corporation, on behalf of the corporation.

Notary Public

Accepted at Cleveland, Ohio, as of December 29, 2000.

FIRSTAR BANK, NATIONAL ASSOCIATION

Paul W. Patrick, Vice President

RIA

RACHEL ANN SABATO Metary Public, State of Ohio an Commission Expires Mar. 13, 2005

SCHEDULE A (Patents)

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Vari-Lite, Inc. Schedule A Patents

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683,695 667,109 649,264 646,588	0 252 981	359,574 350,408 347,113	366,712	413,995 377,338	415,301	420,332 417,300			4,392,187	4,602,321	4,//9,1/6	4,800,474	4,972,306	4,980,806	5,073,847	5,186,536	5,209,560	5,278,742	5,307,295	5,329,431	5,367,444	5,432,691	5,590,954	5,640,061	5,728,994	5 758 956	5,74,2/3	5,798,619	5,825,548	5,829,868	5.882.107	5,959,758	5,969,868	6,011,640	6,031,749	6,046,861	6,113,252	6.123.436	Country Patent No.
Laser Ablation Method for Making a Light Pattern Generator on a Transparent Substrate Thermal Mangement Techniques for Lighting Instruments Variable Color Lighting Instrument Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	Lamp Head Assembly (VL7 design) Lighting Instrument (VL8 Design) Lighting Instrument (VL8 Design) Lighting Control Console Lighting Instrument with Moveable Filters and Associated Actuation Mechanism Method for Managing Heat Build Up in Lighting Instruments	Agjusable Lamp Exterior Architectural Luminaire Storage And Transportation Trunk	Adjustable Spot Luminaire	Yoke Assembly (VL7 design) Combined Control Console Case And Cover	Adjustable Compact Luminaire (AR5 design1)	Lighting Control Console Adjustable Compact Luminaire [with Accessories] (AR5 design2)	Intra-Lens Color Filter Apparatus	High Intensity Lighting Projectors Zoomable Beamspreader with Matched Optical Surfaces for Non-imaging Illumination Applications	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	vermanuri איניים איניים אפריידים אפריידים איניים איניים איניים איניים איניים איניים איניים איניים איניים איניים Light Source Having Automatically Variable Hue, Saturation And Beam Divergence	Light Pattern Generator	Color Wheel Assembly For Lighting Equipment	Compact Variable Diffuser For Use In A Luminaire	Computer Controlled Lighting System With Distributed Processing	Consoled arm that Condination and Communication in Lichting Systems	Lighting Instrument With Movable Filters And Associated Actuation Mechanism	Computer Controlled Lighting System With Intelligent Data Distribution Network	riign intensity Lignung Projectors Automated Truss Module	Creating And Controlling Lighting Designs	Computer Controlled Lighting System With Modular Control Resources	Thermal Management Techniques For Lighting Instruments	Stolage And Hansportation Hunk For Lighting Exturpment Automated Truss Module With Deployment Mechanism	Dimmer Blade	Modular Lamp Power Supply System	Laser Ablation Method For Making A Light Pattern Generator On A Transparent Substrate	Computer Communicat Lighting Dystern water distributed Communicates High Intensity Lighting Projectors	Vanabie-Jeometry Liquid-Tilled Letis Apparatus And Avendo for Controlling The Energy Distribution of A Light Seam Committee Controlled Letis System NAth Distributed Controlling The Energy Distribution of A Light Seam	Techniques For Controlling Remote Lamp Loads	Cross-Fading Color Filter and System	High Intensity Lighting Projectors	Compact Lyding system	A Light Pattern Generator Formed On A Transparent Substrate Projection Gate Apparatus Having an Axially-Translatable Mount	Sequential Cross-Fading Color Filters and System	High Intensity Lighting Projectors	Universal Power Module	Zoom Lens System Having Imaging and Non-imaging Ranges	Architectural Luminaires	Optical Device for Modifying the Angular and Spatial Distribution of Illuminating Energy	Title
77669/94 42,069/93 83625/91 21069/92	29/087,552 29/112,443 29/131,312 322,859 56203/96	07/940,724 29/013,843 07/940,729	29/020,618	29/077,239 29/027,320	29/046,482	29/094772 29/046,486	09/565040	09/280792	239,367	706,720	887,366	863,440	07/300,500	07/249,225	07/5/8,594	07/809,698	07/898,385	07/978,267	07/641,031	08/122,355	08/070,489	08/179,537	08/259,998	08/147,284	08/473,149	08/487,199	08/737 282	08/656,106	08/927,917	08/480,899	08/558,454	08/941.172	09/07/2,703	08/995,506	09/283141	08/946,824	09/025,084	08/906,526	Serial No.
11/5/94 7/19/93 9/4/91 8/14/92	5-5-98 10-15-99 10-18-2000 7/30/92 6/6/96	10/4/93 9/4/92	3/29/94	9-30-97 8/18/94	11/16/95	10-9-98 11/16/95	5/3/2000	3-26-99	3/2/81	2/28/85	7/16/86	5/15/86	1/23/89	9/22/88	7/18/90	12/16/91	6/9/92	11/18/92	1/14/91	9/14/93	6/1/93	1/10/94	9/4/97	11/5/93	6/7/95	6/7/95	67/95	6/19/96	9-11-97	6/7/95	11/16/95	9-30-97	047/06	12-12-9/	3-31-99	10-8-97	2-17-98	8-5-97	Filing date
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3/12/98 6/25/96 8/6/94 6-10-94	12-28-98 11-5-98	9/6/94 5/24/94	1/30/96	9-14-99 1/14/97	10/12/99	2-8-2000 11-30-99			7/5/83	7/22/86	10/20/87	10/40/89	11/20/90	12/25/90	4/23/91	2/16/93	5/11/93	1/11/94	1/25/94	7/12/94	11/22/94	7/11/95	10/3/95	6/17/97	3-17-98	6-2-98	6-23-98	6-18-98 8-30-08	10-20-98	11-3-98	3-16-99	8-10-99	00 80 0	1-04-2000	2-29-2000	4-4-2000	9/5/2000		issue date
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Vari-Lite, Inc. Schedule A Patents

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Variable Color Lighting Instrument	Creating and Controlling Lighting Designs	Computer Controlled Lighting System with Intelligent Data Distribution Network	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	Thermal Management Techniques For Lighting Instruments	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Improved Light Source Having Automatically Variable Hue, Saturation and Beam Divergence	Light Pattern Generator	Variable Color Lighting Instrument	Lighting instrument with Moveable Filters and Associated Actuation Mechanism	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Computer Communicate Ciginary Dystem manning Automatically Variables Costons, Color, Intensity, And Death Divergence	Comparison County in the County Count	Improved Light Source Having Automatically Variable Hue. Saturation and Beam Divergence	Light Pattern Generator	Variable Color Lighting Instrument	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Improved Light Source making Automatically Valiable The, Saturation and Dealth Divergence	Light California United Arthurstically Visitation Controlling and Decomposition of the Controlling Arthurstically Visitation Controlling and Controlling Controlli	light Dathern Canacity	Variable Color Lighting Instrument	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	Zoom Lens System Having Imaging and Non-Imaging Ranges	Sequential Cross-Fading Color Filters and System	Improvements in High Intensity Lighting Projectors	Computer Controlled Lighting System with Distributed Control Resources	ecutaques los controlling neurote cemb coeras	Tark in Cash iis Despite I na ii ada dawnawany yanaba r osubni, cold, mensiyana basin biyo generatiyana dawnawany yanaba r osubni, cold, mensiyana basin biyo generatiyana dawnawany yanaba r osubni, cold, mensiyana basin biyo generatiyana dawnawany yanaba r osubni, cold, mensiyana basin biyo generatiyana dawnawany yanaba r osubni, cold, mensiyana basin biyo generatiyana dawnawany yanaba r osubni, cold, mensiyana basin biyo generatiyana dawnawany yanaba r osubni, cold, mensiyana basin biyo generatiyana dawnawany yanaba r osubni, cold, mensiyana basin biyo generatiyana dawnawany yanaba r osubni, cold, mensiyana basin biyo generatiyana dawnawany yanaba r osubni, cold, mensiyana basin biyo generatiyana dawnawany yanaba basin ba	Computer Controlled Legitude Cystem Harring Automateurum y tanabre tootuum, cook, mooney and beam Consigence	Computer Carlot Lighting System Harton Automatically Joseph Landing Color Intensity and Ream Diversence	Improved Light Source Having Automatically Variable Hue. Saturation and Beam Divergence	Color Wheel Assembly for Lighting Equipment	Light Pattern Generator	Computer Controlled Lighting System with Distributed Processing	Compact Variable Diffuser for Use in a Luminaire	Variable Color Lighting Instrument	Controlling Lighting Designs	Computer Controlled Lighting System with Intelligent Data Distribution Network	Lighting Instrument with Movable Filters and Associated Actuation Mechanism	Color Wheel Assembly for Lighting Equipment	nermal management lechniques for Lighting instruments	Fase Uniation Method of Maying a Eight Satisfaction on a Harisbarent Societies	CARRIAD CHARLES AND A CARRIAGE CARRIAGE CONTROL OF A Transparent Cabetrate	Compact Familiants and India	Compart I minaire with Arrossories (AR5 design2)	Compact Juminaire (ARS design1)	Thermal Management Techniques for Lighting Instruments	Laser Ablation Method for Making a Light Pattern Generator on a Transparent Substrate	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Light Source Having Automatically Variable Hue, Saturation And Beam Divergence	Light Pattern Generator	Variable Color Lighting Instrument	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	Compact Luminaire with Accessories (AR5 design2)	Compact Luminaire (ARS design1)	Computer Controlled Lighting System Hawing Automatically Variable Position, Color, Intensity, And Beam Divergence	Light source Having Automatically Variable Hue, Saturation and beam Divergence	Tight result Generate	Link Dattern Cenerator	Title
91-11-4871.6	91311545.7	92308610.2	92306694.8	93305123.7	82301043.4	83112758.4	85307855.8	87106117.2	91114871.6	92306694	02301043.4	82201042	83117758 /	85307855.8	87106117.2	91114871.6	92306694	82301043.4	83112/58.4	03307033.6	95307955 B	87106117 2	91-11-4871.6	92306694	98949469.5	99 914107.0	98202636.1	90304295.7	6000004.0	0.0000000000000000000000000000000000000	82301043.4	83112758 4	85307855.8	87101000.5	87106117.2	87106118.0	90100987.8	91114871.6	91311545.7	92308610.2	92306694.8	93230104.0	03250164.6	02005402.7	0/308162 0.2315	79/013 8/3	1996/1149	1996/1150	2.104.989	2135246	394,462	494,135	533,458	2050375	2,070,670	1523/96	1524/96	/9646/82	70046/00	10 306/06	72 434/97	Serial No.
9/3/91	12/11/91	9/22/92	7/22/92	6/30/93	3/2/82	2/19/83	10/30/85	4/28/87	9/3/91	1-22-92	3/2/02	20190	2/10/83	10/30/85	4/28/87	9/3/91	7-22-92	3/2/82	2/19/83	00000	102020	4/28/87	9/3/91	7-22-92	4-12-2000	1-21-2000	8-5-98	96779	0 0 0 0	307.02	CBICNE	2/19/83	10/30/85	1/24/87	4/28/87	4/28/87	1/18/90	9/3/91	12/11/91	9/22/92	78/77/	0/1/93	6/44/03	9 2 2 2	11/5/04	10/4/03	5/15/96	5/15/96	8/27/93	11/7/94	1/19/82	10/29/85	3/31/87	8/30/91	8/24/92	5/15/96	5/15/96	Z8/02/L	* DOIO3	44/6/00	5/1/87	Filing date
issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	Densst	ssued	saucu	ice in	issued	issued	issued	issued	issued	Issued	issued	issued.	is siled	issued		pending exam			anowed	allowed	ollowed	validated	validated	validated	validated	validated	validated	validated	validated	validated	validated	validated	validated	validated	tell de co	validated	registered	registered	registered	pending exam	pending 1st OA	issued	issued	issued	issued	issued	registered	registered	issuea	issued	55000		e Status
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2/6/97	7-28-99	1/17/96	4-4-96	4/24/97	11/12/86	8/16/89	4/14/93	12/20/91	7-24-96	08/07/7	2000	41/17/06	8/18/89	4/14/93	12/20/91	7-24-96	2/28/96	11/12/86	8/16/89	1,000	1/1/03	12/20/91	7-24-96	2/28/96							11/12/86	8/16/89	4/14/93	3-2-94	12/20/91	7-13-94	12-8-99	7-24-96	7-28-99	1/1 //96	06/07/7	2/28/06	90 08 07 U	0 24 07	9-20-2000	3/30/05	7-11-97	7-11-97			1/29/85	9/5/89	6/26/90	11/28/95	11/28/95	96/7/7.1	12/2/96	1/15/85	1/16/06	20070		e Issue date
9-3-2011	12/11/2011	9/22/2012	7/22/2012	6-30-2013	3/2/2002	2/19/2003	10/30/2005	4/28/2007	9-3-2011	2 2 2 2 2 1 1 2	3/2/2002	277000	2/19/2003	10/30/2005	4/28/2007	9-3-2011	7/22/2012	3/2/2002	2/19/2003	2400000	10/30/2005	4/2R/2007	9-3-2011	7/22/2012							3/2/2002	2/19/2003	10/30/2005	1/24/2007	4/28/2007	4/28/2007	1-18-2010	9-3-2011	12-11-2011	9/2/2/2012	7107/7/1	7020010	6/1/2013			10/4/2013	7-11-2007	7-11-2007			1/29/2002	2/8/2006	6/26/2007	8/30/2011	8/24/2012	5/15/2012	7107/51/5	08/07/1	1/0/2001	11/8/2001		Expiry date

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4-8-99 11-4-98 11-4-98 11-4-98 11-4-98 11-2-90 10/24/85 1-22-92 9/391 1-22-92 4/28/87 10/39/85 11/5/96 5/16/96 5/16/96 5/16/96 5/16/96 5/16/96	Filing date 1/24/87 4/28/87 6/11/93 6/11/93 14/28/87 10/30/85 2/19/83 3/21/82 11/5/94 1/18/90 2-19-98 5/15/96 5/15/96 9/28/94 4/5/95
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	e Issue date 3-2-94 12/20/91 6-8-96 7-13-94 4/14/93 8/16/89 11/12/86 9-20-2000 8-3-2000 10-6-98
	te Expiry date 1/24/2007 4/28/2007 6/11/2013 4/28/2007 10/30/2005 2/19/2003 3/2/2002 0 11-4-2014 1-18-2010 9/28/2004 4-5-99

Vari-Lite, Inc. Schedule A Patents

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	1,002,123	1 060 414	1072598	945,436 1077598	945,436-1	947,552	985,985	985,985	000									1,533,011	1,683,007	1,723,825	1 770 241	1,869,461	1,966,525	2,002,168	2,055,324	2,059,669	2,843,696	285/1987	965/1990	0.060.069	0 192 882	0 253 081	0 474 202	0 547 732	0 192 882	0 4/4 202	0.474.702	0 192 882	0 253 081	0 060 068	0 140 994	0 192 882	0 253 081	0 547 732	910,400,544			2029499	2033108	2042174	Country Patent No.	
Flood Light (VL8 Design)	Exterior Architectural Luminaire	Rotating Device for Floodlight	Linkling Conford	Anglesiadre Lamp Lamp Haad Assembly (VI 7 design)	Agiustable Lamp	Adjustane Spot Luminaire	Compact Luminaire with Accessores (AKD design2)	Compact Luminarie (Arx design I)	Zoom Lens System Having imaging and Non-Imaging Kanges	Sequental Cross-Fading Color Files and System	Improvements in High Intensity Lighting and Societies	Inermal Management reconsiders for Lighting Institutions	Creating And Contouring Lighting between the Contouring And Contouring Lighting between the Contouring Contour	Computer Controlled Lighting System With intelligent Data Dissubstant Network	Laser Ablation Method For Making A Light Fattern Generator Unit A Harispatelli Supstatel	Computer Commoniac Lighting System With Distribution of Processing Substitute	Techniques For Controlling Remote Lamp Loads	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence (pivoting dichroics)	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence (dichroic wheels)	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence (control system)	Light Patent Repeated to Egyptical	Light Source Having Autoritationly reliable that, Setulation and Deen Enterty Setulation and Set	Compact Variable Unitset for Use in A cummater	Computer Controlled Lighting System With Distributed Flowessing	Variable Color Lighting Instrument	Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	Color Wheel Assembly for Lighting Equipment	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Computer Controlled Lighting System naving Countries and State Country, which are the process of the Country of	Improved Light Source Having Automatically Variable Hue, Saturation and Beam Divergence Community Controlled Lighting System Having Automatically Variable Position Color Intensity And Ream Divergence	Light Pattern Generator	Variable Color Lighting Instrument	Lighting instrument with Moveable Filters and Associated Actuation Mechanism	Improved Light Source Having Automatically Variable Hue, Saturation and Bearn Divergence	variabre Coor Lighting instument	Lighting instrument with introduced miters and Associated Actional instruments.	Improved Light Source Having Automatically Variable Hue, Sauriautri and bearin uvveigence	Light Pattern Generator	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	Improved Light Source Having Automatically Variable Hue, Saturation and Beam Divergence	Validate Cotol Egiting Institution	Lighting Instrument with Moveable Fitters and Associated Actuation Mechanism	Light Pattern Generator	Lighting Instrument (VL8 Design)	Lamp Head Assembly (VL7 design)	Adjustable Lamp	Adjustable Lamp	Adjustatie Opti, ummane Evaira Architectual Impinate	Title	
2000-009812	9492/94	8589/1998	9440/99	32011/98	5982/93	5983/93	30 004/94	14 287/96	14.286/96	2000-515200	555371/99	344 181/1996	219.967/1993	5165/1992	258 147/1992	272 775/1994	2034 1/90 187 508/1006	31,864/82	53,586/89	224,237/84	128,550/87	276,161/89	31,039/86	11.969/90	128 551/87	329,333/92	331,079/91			82301043.4	83112758.4	87106117.2	91114871.6	92306694	85307855.8	87106117.2	91114871.6	92306694	8/106117.2	82301043.4	83112758.4	85307855.8	87106117.2	911148716	07306604	2092255	2078871	2029499	2033108	2038212	01161) rial No
4-14-2000	4/4/94	3-30-98	4-9-99	11-4-98	3/4/93	3/4/96	9/26/94	5/16/96	5/16/96	4-10-2000	1-29-99	4-30-92	9/3/93	1/14/92	9/28/92	11/7/94	8/8/96	3/2/82	3/6/89	12/17/84	5/27/87	10/25/89	2/17/86	1/23/90	5/27/87	0/6/91	9/19/91	3-2-82	2-19-83	3/2/82	2/19/83	40/20/85	9/3/91	7-22-92	10/30/85	4/28/87	9/3/91	7-22-92	10/30/85	3/2/82	2/19/83	10/30/85	4/28/87	9/3/91	7-22-92	4-17-2000	11-4-98	3/1/93	8/11/93	5-4-94	9-28-94	Eilina date
pending	registered	issued	issued	registered	registered	registered	issued	registered	registered	pending	pending	pending 1st OA	pending 1st OA	pending 1st OA	pending	pending	pending-published	ISSUED	issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	issued	ssued	issued	issued	issued	issued	is sued	pending	pending	issued	issued	registered	issued	Status
Design	Design	Design	Design	Design	Design	Design	Design	Design	Design	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	fresign	Design	Design	Design	Design	Design	Patent type
	10-24-97	10-22-99	3-10-2000	4-21-2000	11-8-95	11-8-95	12/8/95	4-3-98	4-25-97									60/11/11	7/31/92	12/24/92	6/30/93	10/14/96	12/7/94	9/18/95	12/20/95	5/23/96	6/10/06 6/10/06	4/9/87		11/12/86	8/16/89	4/14/93	7-24-96	2/28/96	4/14/93	12/20/91	7-24-96	2/28/96	4/14/93	12/2001	8/16/89	4/14/93	12/20/91	7-24-96	2/28/96	12/20/91		9/7/93	11/23/93	8-2-94	2/1/95	Issue date
	10-24-2012	10-22-2014	3/10/2015	4-20-2015	11-8-2010	11-8-2010	9/26/2014	4-25-2012	4-25-2012									3/2/2002	3/2/2002	3/2/2002	5/27/2007	3/6/2007	2/17/2006	1/23/2010	5/27/2007	9/5/2011	12/9/2012	3/2/2002	3/2/2002	3/2/2002	2/19/2003	10/30/2005	9-3-2011	7/22/2012	10/30/2005	4/28/2007	9-3-2011	7/22/2012	10/30/2005	3/2/2002 4/28/2002	2/19/2003	10/30/2005	4/28/2007	9-3-2011	7/22/2012	4/28/2007		9/4/2017	9/4/2017	10-4-98	2/1/2020	Expiry date

Vari-Lite, inc. Schedule A Patents

ņ	88216436; 88102971 11/16/95	A Light Pattern Generator Formed on a Transparent Substrate		₹
ğ	8411148	A Motorized Lighting Instrument		₹
a		Laser Ablation Method for Making a Light Pattern Generator		₹
ž.		Light Pattern Generator	28,275	₹
Ñ.		Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	65,380	₹
ij.		Variable Color Lighting Instrument	66,975	₹
ē.		A Lighting Instrument Having Variable Parameters	78,726	₹
<u>17</u>	_	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	134/87	SG
<u></u>	_	Computer Controlled Lighting System Having Automatically Variable Position, Color, Intensity, And Beam Divergence	663/90	SG
<u>2</u>		Lighting Instrument with Moveable Filters and Associated Actuation Mechanism	180,148	×
ō.		Compact Luminaire (AR5 design1)	209,895	줆
<u>ē</u>		Compact Luminaire with Accessories (AR5 design2)	209,896	줐
ᇴ		Thermal Management Techniques For Lighting Instruments		줐
þ		Laser Ablation Method for Making a Light Pattern Generator		줐
<u>72</u>	92-14078 8/6/92	Lighting Instrument with Movable Filters and Associated Actuation Mechanism	181,180	줈
Š.		Light Pattern Generator	42,639	Š
ι <u>ν</u>		Variable Color Lighting Instrument	76,310	줐
ş		Title	Country Patent No.	County

88216436; 88102971 11/16/95	88200937; 84111498		76101612							96-9435				92-14078		91-15510	Serial No.
11/16/95	10-31-95	11/16/95	3/24/87	9/3/92	10/16/91	9/3/93	3/2/82	2/19/83	10/23/92	5/15/96	5/15/96	7/21/93	11/5/94	8/6/92	7/15/87	9/5/91	Filing date
pending 2nd OA	pending final	allowed	issued	issued	issued	issued	issued	issued	issued	registered	registered	pending 1st OA	pending exam	issued	issued	issued	Status
Utility Model	Utility Model	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Invention	Design	Design	Invention	Invention	Invention	Invention	Invention	Patent type
			5/12/88	3-1-94	7-1-97	6-11-96	5/26/87	9/4/90	11/17/95	11-21-97	11-21-97			12-5-98	6/27/91	8/16/94	issue date
			12-31-2002	9-2-2012	10-15-2001	9/2/2013	3/2/2002	3/2/2002	10/23/2012	11-21-2007	11-21-2007			8-6-2012	2/23/2006	2/25/2009	Expiry date

SCHEDULE B (Trademarks)

{SNO2078.DOC;3}

Vari-Lite, Inc. Schedule B US Trademarks

Virtuoso DX Imag US 1443-468	VIRTUOSO US 1443-4353	VLPS US 1443-4597	VARI-LITE US 1443-4175	ISAN US	VLD US 1443-4176 VL2 US 1443-4178		Design VARI-LITE US 1443-404		LIGHTING CPL-CONCERT US 2910-400	CPL-CONCERT US 2910-400 PRODUCTION	VL6 US 1443-4456	VL5 US 1443-4455	US	VLQ US 1443-441		Design (Star) US 1443-44	Mark Country Referenc
8 applied 9	53 allowed	97 applied			76 registered 78 registered		1443-4043 registered	,	2910-4004 registered	2910-4001 registered	56 registered	55 registered	1443-4454 registered	1443-4457 registered		1443-4458 registered	Status
	9	41	9	9	ပ ပ		<u> </u>		42	42	=======================================	<u> </u>	<u> </u>			9, 11	Class
programming and operation of stage lighting in Cl. 9 Electronic control console	Computer software and hardware for use in the connection with the	stage lighting pattem or sequence of patterns in Cl. 9 Entertainment production services, namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired	Control Console for entertainment lighting systems in Cl. 9	Stage lighting apparatus, namely intensity controls in Cl. 9 Stage Lighting equipment, namely automated luminaries, in Cl. 9	Withdrawn	Architectural lighting system comprising light fixtures and a	"Concert Production Lighting" disclaimed.	Lighting services in connection with concerts and theatres in Cl. 42.	Lighting services in connection with concerts and theatres in Cl. 42. "Concert Production Lighting" disclaimed.	Stage lighting equipment, namely, automated luminaries pending in CI. 11	Stage lighting equipment, namely, automated luminaries pending in Cl. 11	Stage lighting equipment, namely, automated luminaries pending in Cl. 11	Computer programs used for controlling stage lighting in Cl. 9	system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 9. Architectural lighting system comprising light fixt	Stage lighting system comprising a centralized computer controlled	Description of Goods & Services
	6/12/95	7/8/99	9/4/84	10/31/89	10/24/89 1/9/90		11/30/94		9/24/96	9/17/96	6/25/96	7/2/96	7/23/96	7/23/96		7/1/97	Registrati on Date
	4/687,56	75/746703	1,292,675	1,563,102	1,561,985 1,576,128		11/30/94 1,544,578		2,002,389	2,000,809	1,982,461	1,983,995	1,988,387	1,988,384		2,074,939	Registrati Registrati on Date on No.

Vari-Lite, Inc. Schedule B2 Foreign Trademarks

VARI (Latin)	VARI (Latin)	VARI (Latin)	VARI (Katakana)	VARI (Katakana)	VARI (Katakana)	VARI DESIGN (Katakana)	PRODUCTION LIGHTING PRODUCTION LIGHTING PRODUCTION LIGHTING	CPL-CONCERT	ARTISAN (Hangul)	ARTISAN	ARTISAN	ARTISAN	ARTISAN	ARTISAN	ARTISAN	ARTISAN	ARTISAN	ARTISAN	ARTISAN	ARTISAN	ARTISAN	ARTISAN	ARTISAN	ARTISAN	ARTISAN	Mark	
A P	Ą	٩٢	Ą	ور	Ą	Ā	G G	GB	줐	오	SE	줆	SG	먹	Ġ	= i	m	풎	GB	屈	FR	묫	CA	BNL	AT	Mark Country	
1443-4326	1443-4326	1443-4326	1443-4327	1443-4327	1443-4327	1443-4328	2910-4003	2910-4002	1443-4094	1443-4099	1443-4098	1443-4094	1443-4096	1443-4095	1443-4093	1443-4092	1443-4091	1443-4090	1443-4088	1443-4089	1443-4100	1443-4087	1443-4086	1443-4085	1443-4084	Reference	
registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	Status	
42	4.	37	42	41	37	42	42	4	39	9	9	9	9	9	=	⇉	9	9	9	9	9	ဖ		9	æ	Class	!
stage and studio lighting system; kental and leasing of stage and studio lighting equipment in Cl. 41 Design services of stage and studio lighting system in Cl. 42	and architectural lighting equipment and or controls, parts and fittings therefor in Cl. 37 Direction services, including programming and operation, of	Installation and maintenance services of stage, arena display	and studio lighting equipment in Cl. 41 Design services of stage and studio lighting system in Cl. 42	fittings therefor in Cl. 37 Direction services, including programming and operation, of stage and studio lighting system; Rental and leasing of stage	Installation and maintenance services of stage, arena display and architectural lighting equipment and of controls, parts and	Design services of stage and studio lighting system in Cl. 42	"Rental of lighting for concerts, theatres and for stage production and provision of personnel for operating such tabling" CL 42	Lighting services in connection with concerts and theatres in	Control Console For Entertainment Lighting Systems in Cl. 39	Control console for lighting systems in Cl. 9	Control console for lighting systems in Cl. 9	"Stage lighting system" in Cl. 39	Control apparatus (electric) for lighting systems - Class 9	Control console for lighting systems in Cl. 9	Electric lamps and lighting apparatus Cl. 11	Control console for lighting systems in Ct. 11	Control console for lighting systems in Cl. 9	Control console for lighting systems in Cl.9	Control console for lighting apparatus and instruments in Cl. 9		Control console for lighting systems - Class 9	Control console for lighting systems in Cl. 9	Control console for entertainment lighting systems	Electronic control console for lighting system in Cl. 9	Controls for lighting systems especially in form of control consoles and desks in Cl.9	Description of Goods & Services	
8/30/96	4/25/97	10/31/95	8/30/1996	4/25/97	10/31/95	11/29/96	7-17-95	7-17-95	//22/93	7/21/89	10/12/90	6/29/90	7/28/88	7/10/92	12/22/94	10/16/91	6/18/90	7/28/90	8/31/90	7/19/89	11/24/88	6/5/92	10/26/90	9/1/89	0/0/09	n Date	₽.
3,185,534	3,298,724	3,083,840	3,185,535	3,298,725	3,083,841	3,225,628	2,026,164	2,027,272	688,697	3/0,210	219,125	195,129	379/89	251,610	2,701,556	551,426	130,163	609/91	1,368,091	1,143,253	1,499,781	4769/1992	374,777	456,077	123,403	10E 40E	Registration

Vari-Lite, Inc. Schedule B2 Foreign Trademarks

VARI-LITE VARI-LITE	VARI-LITE	VARI-LITE	VARI-CUE (Katakana)	VARI*LITE (Latin) Design	VARI*I ITE (Latin) Design	VARI*LITE (Latin) Design	VARI*LITE & Design	VARI*LITE & Design	VARI*LITE & Design	VARI*LITE & Design	VARI*LITE	VARI*LITE			VARI*LITE	VARI*LITE		VARILITE	VARI*LITE		VARI*LITE		VARI*LITE	Mark (
BNL	AU	AR	Ą	JP	ซี	P	×	ΜX	×	×	₹	∀			팢	GB GB		GB	DDR		R		유	Mark Country	
1443-4057 1443-4058	1443-4075	1443-4032	1443-4329		1443-4322	1443-4322	1443-4197	1443-4196	1443-4195	1443-4194	1443-4082	1443-4081			1443-4080	1443-4076		1443-4077	1443-4078		1443-4277		1443-4079	Reference	
registered registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered	registered			registered	registered		registered	registered		registered	,	registered	Status	
11 9, 11	ဖ	=======================================	42	42	41	37	42	37	⇉	9	12	ဖ			1	=		4	=======================================		36 & 42		⇉	Class	
Stage lighting system in Cl. 11 Computer controlled equipment for remotely controlled light modules in Cl. 9 Stage lighting apparatus in Cl. 11	vapor lamps and sodium-vapor lamps" Stage lighting systems- Class 9 comprising centralized computer control system for remotely controlling light modules to provide a stage lighting pattern or sequence of patterns	All goods in cl. 11 except "electric incandescent lamps, straight and circular fluorescent tubes, halogenated lamps, mercury-	Design services of stage and studio lighting system in Cl. 42		and afcinitectural lighting equipment and or controls, parts and fittings therefor in Cl. 37 Direction services, including programming and operation of	Installation and maintenance services of stage, arena display	Cl. 42 Claims (Miscellaneous Leasing of Lighting Systems)	Cl. 37 Claims (Construction & Repair)	Cl. 11 Claims (Lighting Installations)	Cl. 9 Claims (Electrical Apparatus)	Leasing services for lighting equipment in Cl. 12	Stage lighting implements and other implements in Cl. 9	system for remotely controlling light modules to provide a desired lighting effect or sequence of effects in Cl. 11	ancillary equipment and a centralized computer controlled	Lighting luminaries and apparatus light modules, luminaries,	Apparatus and installations for lighting; stage lighting regulator, parts and fittings therefor in Cl. 11	equipment and of controls, parts and fittings therefore in Cl. 41 (VARI and LITE Disclaimed)	Rental of stage, arena, display and architectural lighting	Class 11	lighting apparatus Cl. 36 & 42	Rental and leasing of lighting apparatus namely computer	system consisting of a plurality of lighting apparatus	Lighting apparatus, namely computer controlled stage lighting	Description of Goods & Services	
7/2/84 9/20/84	2/25/87	11/30/94	11/29/96	10/31/95	4/25/97	10/31/95	5/20/92	4/22/92	12/7/94	2/21/92	7/1/90	10/1/90			7/29/92	4/5/94		3/13/92	12/15/93		9/30/92		12/20/93	n Date	Registratio
106181 397964	404048	1544578	3,225,629	3,083,842	3.298.721	3,083,837	413,921	411,247	481,766	406,543	45,860	501,122			B3025/92	1,401,393		1,401,394	DD 653623		2021557		1,189,337	No.	Registration

VARI-LITE VARI-LITE VARI-LITE VARI-LITE	VARI-LITE VARI-LITE VARI-LITE VARI-LITE VARI-LITE	VARI-LITE VARI-LITE	VARI-LITE VARI-LITE VARI-LITE VARI-LITE	VARI-LITE	Mark VARI-LITE VARI-LITE
CTM VE	오유 등 등 중	SG PT	N T FR P	묫	Country BR CA
1443-4399 1443-4400 1443-4401 1443-4580	1443-4069 1443-4072 1443-4472 1443-4073 1443-4074	1443-4071 registered	1443-4061 1443-4062 1443-4067 1443-4070	1443-4060 registered	Mark Country Reference -LITE BR 1443-4039 -LITE CA 1443-4059
registered registered registered registered	registered registered registered registered registered	registered registered	registered registered registered registered	registered	Status registered registered
4 1 5 9	39 11 9 9	= =	9 1 9 1 1 1 9		Class 09.20/25/55
Igning systems and installation with systems Stage lighting system in Cl. 9 Service Mark, Cl. 50 Service Mark, Cl. 11 Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41.	architectural lighting in Cl. 11 A stage lighting system in Cl. 39 Stage lighting system in Cl. 11 Stage lighting system in Cl. 11 Stage lighting system in Cl. 9 Stage lighting system in Cl. 9 Stage lighting system Class 9 Lighting Systems, in particular computer- controlled stage	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns Class 11 Lighting Apparatus Cl. 11 stage lighting apparatus and inchallation.	Stage lighting system comprising a centralized computer controlled system Cl. 9 Broad Claims in Cl. 9 & 11 (Full Classes Claimed) Stage lighting system in Cl. 11 Lighting luminaries and apparatus including luminaries, ancillary equipment and a centralized computer- controlled system for remotely controlling the luminaries and apparatus to provide a desired lighting effect or sequence of effects in Cl.	modules to provide a desired stage lighting pattern or sequence of patterns Services; Services of providing, by rental, computer-co Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in CI 11	Class Description of Goods & Services 09.20/25/55 Stage lighting system including stage lighting and computerized control system for remotely controlled lighting and outdoor and indoor architectural lighting Wares: Stage lighting system comprising a centralized computer controlled system for remotely controlling lighting.
3/15/2000	9/10/87 3/2/94 9/21/95 7/27/84 11/18/96	7/7/92 6/12/92	4/5/91 2/27/84 1/12/87 8/29/91	5/5/89	Registratio n Date 7/7/92
957274	145113 1,205,877 1,271,347 1,271,347 192247 430,782	251327 T92/04379B	111498 1274610 459,770 146640	VR 01- 989/1989	Registration No. 816099901

Vari-Lite, Inc. Schedule B2 Foreign Trademarks

VARI-LITE (Latin)	VARI-LITE (Latin)	VARI-LITE KOREA (Hangui)	VARI-LITE KOREA	VARI-LITE (Katakana)		VARI-LITE (Katakana)		VA	VA	VA	VA	VA
E (Latin)	E (Latin)	Hangul)	KOREA	itakana)		Hangul) itakana)	;	VARI-LITE	VARI-LITE	VARI-LITE	VARI-LITE	Mark C VARI-LITE
Ā	q	Ã	Ā	<u> </u>	5	ቴ ኗ	i	Æ	Æ	ΑE	F	Country AU
1443-4183	1443-4068 registered	1443-4332	1443-4331	1443-4325		1443-4069		1443-4585	1443-4585	1443-4585 registered	1443-4581	Reference 1443-4075
registered	registered	registered	registered	registered		registered registered	: -	registered	registered	registered	registered	Status registered
=	=======================================	39	39	42	:	39 37	3	4	=	ထ	4	Class 41
machinery and implements in Cl. 11 Electric lamps and lighting apparatus in Cl. 11	Electric lamps and lighting apparatus, computers; and rotating electrical machinery and electrical distribution or control	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns	stage and studio lighting system; Rental and leasing of stage and studio lighting equipment in Cl. 41 Design services of stage and studio lighting system in Cl. 42	and architectural lighting equipment and of controls, parts and fittings therefor in Cl. 37	"stage ignung systems" in Ct. 39 Installation and maintenance services of stage, arena display	sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	provide a desired stage lighting pattern or sequence of patterns in Cl. 11. Entertainment production services – namely the providing of	in Cl. 9. Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to	amplification in Cl. 41 Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns	amplification in Cl. 41 Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and	Description of Goods & Services Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and
1/29/82	4/30/92	1/5/94	1/5/94	8/30/1996	ADE/O7	10/31/95		1/19/2000	4/22/2000	2/29/2000	11/4/1999	Registratio n Date 4/30/99
1,495,473-2	2,403,968	282,733	282,732	3,185,533	3 208 723	3,083,839		23,137	22,711	23,932	122,207	Registration No. 772,380

Vari-Lite, Inc. Schedule B2 Foreign Trademarks

VARI-LITE CTM	VAKI-CUE (Katakana) JP VARI-LITE SG		Mark Country Reference VARI DESIGN (Katakana) JP 1443-4328	ער. ער.		VLPS AU	VARI-LITE (Latin) JP	VARI-LITE (Latin) JP	Mark Country VARI-LITE (Latin) JP
1443-4492	1443-4329 1443-4201	1443-4066		1443-4594 registered	1443-4593	1443-4182 1443-4588	1443-4324	1443-4324 registered	try Reference 1443-4324
pending 9,	pending pending	pending	Status pending	registered	registered	registered registered	registered	registered	Status registered
9, 11, 41	4 4	⇉	Class 41	4	4	4 1	42	4	Class 37
ncluded r o atterns	Direction services, including programming and operation, of stage and studio lighting system; Rental and leasing of stage and studio lighting system; Rental and leasing of stage and studio lighting equipment in Cl. 41 Rental of stage, arena, display and architectural lighting	and studio lighting system; Rental and leasing of stage and studio lighting equipment in Cl. 41 Apparatus and installations for lighting; Stage lighting apparatus, instruments and regulators; parts and fittings for all the aforesaid goods in Cl. 44	ition, of	1) Leasing (and rental) of stage lighting equipment, and sound reproduction and amplification equipment; 2) leasing (and rental) of equipment for special effects such as lasers, equipment for setting off fireworks, fountains and the like (fou	amplification in Cl. 41 Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	Electric lamps and lighting apparatus in Cl. 11 Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and	and studio lighting equipment in Cl. 41 Design services of stage and studio lighting system in Cl. 42	fittings therefor in Cl. 37 Direction services, including programming and operation, of stage and studio lighting services.	Description of Goods & Services Installation and maintenance services of stage, arena display
4/1/96		12/22/94	Appl. Date 9/29/92	9/29/2000	11/4/1999	4/30/99	8/30/96	4/25/97	Registratio n Date 10/31/95
140,988	235,428/1992	94/7889	Appl. No. 235,421/1992	4,420,880	122,208	721,413-2 772,381	3,185,532	3,298,722	o Registration No. 3.083.838

Vari-Lite, Inc. Schedule B2 Foreign Trademarks

VARI-LITE	VARI-LITE	VARI-LITE	VARI-LITE	VARI-LITE	VARI-LITE	VARI-LITE	VARI-LITE	Mark VARI-LITE
찓	Ē	S	Ą	CA	BR	AR	=	Mark Country -LITE IL
1443-4584	1443-4583	1443-4494	1443-4324	1443-4059	1443-4039	1443-4032	1443-4520	Reference 1443-4521
allowed	applied	applied	applied	applied	pending	pending	pending	Status pending
9, 11 & 41	9 & 11	9, 11 & 41	4.	4	40.20	41	=	Class 9
Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 9. Stage lighting system comprising a centralized comp	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 9. Stage lighting system comprising a centralized comp	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 9. Stage lighting system comprising a centralized comp	of equipment for lighting and sound reproduction and amplification in Cl. 41 1) Leasing (and rental) of stage lighting equipment, and sound reproduction and amplification equipment; 2) leasing (and rental) of equipment for special effects such as lasers, equipment for setting off fireworks, fountains and the like (fou	Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others	of equipment for lighting and sound reproduction and amplification in Cl. 41. Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 40.20 - leasing equipment & Cl. 41.20 - pr	computer control therefor in Ct. 11 Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others	in Cl. 9 Architechtural lighting system comprising light fixtures and a	Description of Goods & Services Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns
9/4/1998					10/27/1998	9/14/98	3/23/97	Registratio n Date 3/23/97
98714982			78,762/1998		821166883	2,175,384	111,281	Registration No. 111,280

Vari-Lite, Inc. Schedule B2 Foreign Trademarks

VLPS CN 1	1	VLPS BR 1	VLPS AR 1	VLPS CTM 1	VIRTUOSO GB 1	VARI-LITE (Katakana) JP 1	VARI-LITE (in Chinese CN 1 characters)	Mark Country R VARI-LITE BR 1
1443-4591		1443-4589	1443-4587	1443-4586	1443-4473	1443-4325	1443-4495	Reference 1443-4039
applied applied	applied	pending	applied	pending	pending	applied	pending	Status
4 4	41	40.20 & 41.20/40	41	4	9, 42	4	9, 11 & 41	Class 41.20/40
Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41 Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	amplification in Cl. 41 Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of sound production and	amplification in Cl. 41 Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and	Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lightling and sound reproduction and	Cl. 9, Goods 42 Computer Software design and consultancy, leasing services for computer software and hardware; all relating to the programming and operation of stage lights	1) Leasing (and rental) of stage lighting equipment, and sound reproduction and amplification equipment; 2) leasing (and rental) of equipment for special effects such as lasers, equipment for setting off fireworks, fountains and the like (fou	Stage lighting system comprising a centralized computer controlled system for remotely controlling light modules to provide a desired stage lighting pattern or sequence of patterns in Cl. 9. Stage lighting system comprising a centralized comp	Description of Goods & Services Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification In Cl. 40.20 - leasing equipment & Cl. 41.20 - pr
		10/27/1998		9/8/98	12/12/95		12/10/1998	Registratio n Date 10/27/1998
		10/27/1998 821166905 & 891	2,175,385	924,167	2,048,329	78,763/1998	9800139245	Registration No. 821166913

Vari-Lite, Inc. Schedule B2 Foreign Trademarks

VLPS		VLPS	Mark
Am		RU	Country
1443-4596		RU 1443-4595	Mark Country Reference
pending		applied	Status
4		41	Class
Entertainment production services – namely the providing of sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	sound, lights, staging and special effects; the leasing to others of equipment for lighting and sound reproduction and amplification in Cl. 41	Entertainment production services - namely the providing of	Description of Goods & Services
3/4/99			Registratio n Date
30,638		98/714,982	Registratio Registration n Date No.

SCHEDULE C (License Agreements)

{SNO2078.DOC;3}

Vari-Lite, Inc. Schedule C Licenses

The Company has entered into agreements to license certain intellectual property under the following agreements:

License Agreement, dated as of October 30, 1998, by and between Vari-Lite, Inc. and Electronic Theatre Controls, Inc.

Settlement Agreement, dated as of December 10, 1998, by and between Vari-Lite, Inc. and High End Systems, Inc.

Settlement Agreement, dated as of January 2, 2001, by and between Vari-Lite, Inc. and Clay Paky, S.p.A. and Coemar S.p.A. (Note: Settlement agreement is pending completion of the documentation and receipt of payment)

Settlement Agreement, Dated August 31, 2000, by and between Vari-Lite, Inc. and Martin Gruppen A/S and Martin Professional A/S

License Agreement, dated December 10, 1998, by and between Disney Enterprises, Inc. and Vari-Lite International, Inc.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Vari-Lite, Inc., a corporation organized and existing under the laws
of the State of Delaware, having a place of business at 201 Regal Row, Dallas, Texas 75247 (the
"Assignor"), has adopted and used and is using the trademarks (the "Trademarks") identified on
the Annex hereto, and is the owner of the registrations of and pending registration applications
for such Trademarks in the United States Patent and Trademark Office identified on such Annex;
and
WHEREAS,, a organized and existing under the laws of the State of, having a place of business at
existing under the laws of the State of, having a place of business at
(the "Assignee"), is desirous of acquiring the
Trademarks and the registrations thereof and registration applications therefor;
NOW, THEREFORE, for good and valuable consideration, receipt of which is
hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all
right, title and interest in and to the Trademarks, together with (a) the registrations of and
registration applications for the Trademarks, (b) the goodwill of the business symbolized by and
associated with the Trademarks and the registrations thereof, and (c) the right to sue and recover
for, and the right to profits or damages due or accrued arising out of or in connection with, any
and all past, present or future infringements or dilution of or damage or injury to the Trademarks
or the registrations thereof or such associated goodwill.
This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall
take effect as a sealed instrument at such time as the Assignee shall complete this instrument by
inserting its name in the second paragraph above and signing its acceptance of this Assignment
of Trademarks and Service Marks (U.S.) below.
THE WITCHESS WHITEDEOF the Assistant by its duly sutherized officer has
IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has
executed this assignment, as an instrument under seal, on this 29th day of December, 2000.
VARI-LITE, INC.
Name: Jerome L. Trojan III
Title: Vice President-Finance and CFO

{SNO2078.DOC;3}

of the Trademarks and the registration thereof and assignor to the Assignee is hereby accepted as of the
[Assignee]
By:
Title:

STATE OF OHIO) age
COUNTY OF CUYAHOGA) ss:)
the person who signed this instru	ay of December, 2000, before me appeared Jerome L. trojan III, ament, who acknowledged that he is the Vice President-Finance hat being duly authorized (s)he signed such instrument as a free
	Notary Public
[Seal}	My commission expires:

ANNEX

Trademark

Registrations--

or

United States Patent and Trademark Office

Service Mark

Registration No. Registration Date

[List chronologically in ascending numerical order]

Trademark

Registrations--

or

United States Patent and Trademark Office

Service Mark

Serial No.

Filing Date

[List chronologically in ascending numerical order]

{SNO2078.DOC;3}

EXHIBIT 2

ASSIGNMENT OF PATENTS (U.S.)

WHEREAS, VARI-LITE, IN laws of the State of Delaware, having a place (the "Assignor"), has adopted and used and it	of business at 20 is using the paten	1 Regal Row, Dall ts (the "Patents"):	as, Texas 75 identified on	247 the
Annex hereto, and is the owner of the regis such Patents in the United States Patent and				ior
WHEREAS,	,	a	organized	and
WHEREAS, existing under the laws of the State o (th	f, e "Assignee"), is	having a place desirous of acqui	of business	at ents
and the registrations thereof and registration	applications there	for;		
NOW, THEREFORE, for go hereby acknowledged, the Assignor does he right, title and interest in and to the Patents, applications for the Patents, (b) the goodwil the Patents and the registrations thereof, and profits or damages due or accrued arising or or future infringements or dilution of or d thereof or such associated goodwill.	ereby assign, sell together with (a) l of the business at (c) the right to suit of or in connect	and transfer unto the registrations of symbolized by and ue and recover for, tion with, any and	the Assigned and registra associated vand the right all past, pre-	e all tion with at to sent
This Assignment of Patents (instrument at such time as the Assignee shatthe second paragraph above and signing it below.	ll complete this i	nstrument by inser	ting its nam	e in
IN WITNESS WHEREOF, executed this assignment, as an instrument u	the Assignor, by nder seal, on this	y its duly authori: 29th day of Decem	zed officer, ber, 2000.	has
	VARI-LITE, INC	C.		
	Name: Jerome L. Title: Vice Presid	Trojan III lent-Finance and C	FO	

{SNO2078.DOC;3}

registration appli	e foregoing assignm cations therefor by the, 200		_	
		[Assignee]		
		Ву:	 	
		Title:		

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss:)
the person who signed this instrume	of December, 2000, before me appeared Jerome L. Trojan III ent, who acknowledged that he is the Vice President-Finance being duly authorized he signed such instrument as a free act
	Notary Public
[Seal}	My commission expires:

ANNEX

Registrations-

United States Patent and Trademark Office

Registration No.

Patents

Patents

Registration Date

[List chronologically in ascending numerical order]

Registrations--

United States Patent and Trademark Office

Serial No. Filing Date

[List chronologically in ascending numerical order]

{SNO2078.DOC;3}

RECORDED: 11/27/2001