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07-31-2003

Patent and Trademark Office
Docket No. 490962002200

102513121

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ellis I. **BETENSKY**; James Brian **CALDWELL**; Iain A. **NEIL**;
and Takanori **YAMANASHI**

- ☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: July 17, 2003; July 16, 2003; July 15, 2003

2. Name and address of receiving party(ies):

Name: PANAVISION, INC.
Internal Address:
Street Address: 6219 De Soto Avenue
City and State and Zip Code : Woodland Hills, California 91367Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: July 15, 16 and 17, 2003

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Glenn M. Kubota
Morrison & Foerster LLP
555 West Fifth Street
Suite 3500
Los Angeles, California 90013-1024

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account, referencing
Attorney Docket 490962002200 (see attached Fee
Transmittal for FY 2003)

8. Deposit account number: 03-1952The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952

DO NOT USE THIS SPACE

9. 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.

Name: Glenn M. Kubota
Registration No: 44,197

Signature

July 18, 2003
Date

Total number of pages comprising cover sheet, attachments and document: 7

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment
Director of U.S. Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

07/30/2003 LNUELLER 00000095 031952 10622914

01 F018021 40.00 BA

la-669304

ASSIGNMENT JOINT

THIS ASSIGNMENT, by **Ellis I. BETENSKY; James Brian CALDWELL; Iain A. NEIL; and Takanori YAMANASHI**, residing at 602-1465 Brenton Street, Halifax, Nova Scotia, Canada B3J 3T3; 1835 East Hallandale Beach Blvd. #489, Hallandale Beach, Florida 33009 US; 4372 Park Vicente, Calabasas, California 91302 US; and 6333 Canoga Avenue #377, Woodland Hills, California 91367 US, respectively (hereinafter referred to as the assignors), witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements for **ZOOM LENS SYSTEM**, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith (**OR** bearing U.S. Serial No. _____ and filed on _____) and

WHEREAS, **PANAVISION, INC.**, a corporation duly organized under and pursuant to the laws of the State of Delaware, and having its principal place of business at 6219 De Soto Avenue, Woodland Hills, California 91367 US (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.


AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Attorney Docket No.: 490962002200

"We hereby authorize and request the assignee's attorneys, Morrison & Foerster LLP, to insert here in parentheses (Application number _____, filed _____) the application number and filing date of said application when known."

17 July 2003
Date


Ellis I. BETENSKY

Date

James Brian CALDWELL

Date

Iain A. NEIL

Date

Takanori YAMANASHI

ASSIGNMENT JOINT

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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

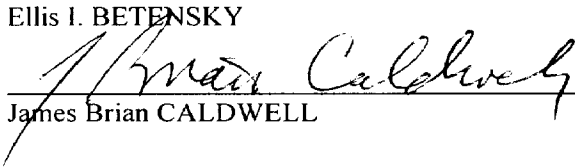
AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

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Date
16 JULY 2003

Date

Ellis I. BETENSKY


James Brian CALDWELL

Date

Iain A. NEIL

Date

Takanori YAMANASHI

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Date

Ellis I. BETENSKY

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James Brian CALDWELL

Date

Iain A. NEIL

Date

Takanori YAMANASHI

7/15/03

Iain A. Neil

07/15/03

Takanori Yamanashi