

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	SECURITY AGREEMENT
------------------------------	--------------------

CONVEYING PARTY DATA

Name	Execution Date
Panavision Imaging LLC	02/20/2009

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	6084229
Patent Number:	6194770
Patent Number:	6232589
Patent Number:	6590198
Patent Number:	6633029
Patent Number:	6693270
Patent Number:	6818877
Patent Number:	6911639
Patent Number:	6965407
Patent Number:	7045758
Patent Number:	7057150
Patent Number:	7122778
Patent Number:	7129461
Application Number:	11210022
Application Number:	11230385

OP \$840.00 6084229

Application Number:	11589357
Application Number:	11974813
Application Number:	12125466
Application Number:	12126347
PCT Number:	US0530159
PCT Number:	US0722470

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: bonnie@ipresearchplus.com

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34135
-------------------------	-------

NAME OF SUBMITTER:	Penelope J.A. Agodoa
--------------------	----------------------

Total Attachments: 7

source=34135.pdf#page1.tif

source=34135.pdf#page2.tif

source=34135.pdf#page3.tif

source=34135.pdf#page4.tif

source=34135.pdf#page5.tif

source=34135.pdf#page6.tif

source=34135.pdf#page7.tif

RECORDATION FORM COVER SHEET
PATENTS ONLY

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
Panavision Imaging LLC - DE

2. Name and address of receiving party(ies)

Name: Credit Suisse

Internal Address: _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

Execution Date: February 20, 2009

Additional 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: _____

A. Patent Application No.(s) _____

B. Patent No.(s) _____

PLEASE SEE ATTACHED

PLEASE SEE ATTACHED

Additional numbers attached? Yes No

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

Name: Penelope J.A. Agodoa

Internal Address: IP Research Plus, Inc.

Street Address: 21 Tadcaster Circle

City: Waldorf State: MD Zip: 20602

6. Total number of applications and patents involved: 21

7. Total fee (37 CFR 3.41).....\$ _____

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Jeffrey Laub

Name of Person Signing


Signature

2/23/09
Date

Total number of pages including cover sheet, attachments, and documents: 7

FIRST LIEN PATENT SECURITY AGREEMENT

FIRST LIEN PATENT SECURITY AGREEMENT (this "*Agreement*") dated as of February 20, 2009, among PANAVISION IMAGING LLC, a Delaware limited liability company located at One Technology Place, Homer, NY 13077 (the "*Grantor*") and CREDIT SUISSE, as first lien collateral agent (in such capacity, the "*Collateral Agent*").

PRELIMINARY STATEMENT

Reference is made to (a) the First Lien Credit Agreement dated as of March 30, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Panavision Inc. (the "*Borrower*"), the lenders from time to time party thereto (the "*Lenders*") and the Collateral Agent, and (b) the First Lien Guarantee and Collateral Agreement dated as of March 30, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among the Borrower, the Panavision International, L.P., the other subsidiaries of the Borrower from time to time party thereto and Credit Suisse, as the Collateral Agent. The Lenders and the Issuing Bank (as defined below) have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Patent Collateral*"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all issuances and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including issuances, recordings and pending applications in the United States

Patent and Trademark Office (or any successor or any similar offices in any other country), including those listed on Schedule I hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover (i) any lease, license, contract, property rights or agreement to which the Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any material right, title or interest of the Grantor therein or (B) a breach, termination or right of another party to terminate pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406 through 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law) and (ii) any lease, license, contract, property rights or agreement to which the Grantor is a party or any of its rights or interests thereunder to the extent that any applicable law prohibits the creation of a security interest thereon (other than to the extent that any such provision of applicable law would be rendered ineffective pursuant to Sections 9-406 through 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law).

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Lien Patent Security Agreement as of the day and year first above written.

PANAVISION IMAGING, LLC,

by Stefania A. Liquori
Name: Stefania A. Liquori
Title: Vice President

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

Name:
Title:

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this First Lien Patent Security Agreement as of the day and year first above written.

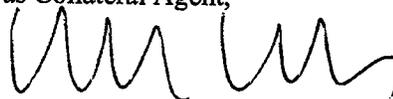
PANAVISION IMAGING, LLC,

by

Name:
Title:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by



Name: **ROBERT HETU**
Title: **MANAGING DIRECTOR**

by



Name: **CHRISTOPHER REO DAY**
Title: **ASSOCIATE**

SCHEDULE I

U.S. Patents

Patent No.	Issue Date
6,084,229	7/4/2000
6,194,770	2/27/2001
6,232,589	5/15/2001
6,590,198	7/8/2003
6,633,029	10/14/2003
6,693,270	2/17/2004
6,818,877	11/16/2004
6,911,639	6/28/2005
6,965,407	11/15/2005
7,045,758	5/16/2006
7,057,150	6/6/2006
7,122,778	10/17/2006
7,129,461	10/31/2006

U.S. Patent Applications

Patent Application No.	Filing Date
11/210,022	8/25/2005
11/230,385	9/20/2005
11/589,357	10/30/2006
11/974,813	10/16/2007
12/125,466	5/22/2008
12/126,347	5/23/2008
PCT/US2005/030159	8/22/2005
PCT/US2007/022470	10/23/2007

Licenses/Sublicenses of Panavision Imaging, LLC as Licensor/Sublicensor

Patent License Agreement effective as of January 21, 2009, by and between Sony Corporation and Panavision Imaging, LLC; Technology Development Manufacturing and Supply Agreement dated July 10, 2001, by and between Symbol Technologies, Inc. and Photon Vision Systems LLC (predecessor to Panavision Imaging, LLC);

License Agreement dated July 24, 1998, by and between AFP Imaging Corporation and Photon Vision Systems LLC (predecessor to Panavision Imaging, LLC); and

[[3126103]]

License Agreement dated January 21, 1998, by and between Applied Color Systems, Inc., dba Datacolor International, and Photon Vision Systems LLC (predecessor to Panavision Imaging, LLC).

Licenses/Sublicenses of Panavision Imaging, LLC as Licensee/Sublicensee

License Agreement dated July 24, 1998, by and between AFP Imaging Corporation and Photon Vision Systems LLC (predecessor to Panavision Imaging, LLC).

[[3126103]]