

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/08/2010
CONVEYING PARTY DATA	
Name	Execution Date
Real D	04/08/2010
RECEIVING PARTY DATA	
Name:	RealD Inc.
Street Address:	100 North Crescent Drive
Internal Address:	Suite 120
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13047763
CORRESPONDENCE DATA	
Fax Number:	(214)978-3099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2149783000
Email:	jana.taylor@bakermckenzie.com
Correspondent Name:	Patent Department
Address Line 1:	Baker & McKenzie LLP
Address Line 2:	2001 Ross Avenue, Suite 2300
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	95194936.229101
NAME OF SUBMITTER:	Charles C. Yang
Total Attachments: 13	

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State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 12 page(s) is a full, true and correct copy of the original record in the custody of this office.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR - 9 2010

DEBRA BOWEN
Secretary of State

Delaware

The First State

PAGE 1

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

APR -8 2010

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"REAL D", A CALIFORNIA CORPORATION,

WITH AND INTO "REALD INC." UNDER THE NAME OF "REALD INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE EIGHTH DAY OF APRIL, A.D. 2010, AT 3:18 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4808573 8100M

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You may verify this certificate online
at corp.delaware.gov/authver.shtml



Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7920434

DATE: 04-08-10

PATENT
REEL: 026239 FRAME: 0197

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

REAL D,
a California corporation

INTO

REALD INC.,
a Delaware corporation

Real D, a corporation incorporated and existing under the laws of the State of California (the "Parent"),

DOES HEREBY CERTIFY:

FIRST: That Parent was incorporated pursuant to the provisions of the General Corporation Law of the State of California on July 7, 2003.

SECOND: That Parent owns all of the outstanding shares of the capital stock of RealD Inc. ("RealD DE"), a corporation incorporated pursuant to the provisions of the General Corporation Law of the State of Delaware ("DGCL") on April 8, 2010.

THIRD: That the Parent's Board of Directors (the "Board"), by the following resolutions duly adopted on March 29, 2010 pursuant to a unanimous written consent, determined to merge the Parent with and into RealD DE pursuant to Section 253 of the DGCL:

WHEREAS, the Corporation desires to merge into RealD DE, pursuant to Section 1110 of the California General Corporation Law and Section 253 of the Delaware General Corporation Law (the "Merger");

WHEREAS, the Corporation desires to enter into an Agreement and Plan of Merger substantially in the form attached hereto as Exhibit A (the "Merger Agreement"), which sets forth the terms and conditions of the Merger; and

WHEREAS, the Board deems it to be in the best interest of the Corporation and its shareholders for the Corporation to consummate the Merger and to enter into the Merger Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and conditions of the Merger Agreement, together with such changes thereto as any officer of the Corporation may deem necessary and appropriate, are hereby adopted and approved in all respects;

RESOLVED FURTHER, that the Merger and any other transactions contemplated by the Merger Agreement are hereby approved in all respects;

RESOLVED FURTHER, that the Merger Agreement shall be submitted to the shareholders of the Corporation for approval by the holders of at least a majority of the outstanding shares of common stock and each series of preferred stock of the Corporation; and

RESOLVED FURTHER, that at the effective time of the Merger, by virtue of the Merger and without any further action on the part of the Corporation, RealD DE or any of their respective shareholders: (i) each outstanding share of RealD DE's capital stock held by the Corporation shall be canceled and retired and shall cease to exist, (ii) each outstanding share of the Corporation's Common Stock shall be converted into and become the right to receive one share of RealD DE's Common Stock, par value \$0.0001 per share, (iii) each outstanding share of the Corporation's Series A Preferred Stock shall be converted into and become the right to receive one share of RealD DE's Series A Preferred Stock, par value \$0.0001 per share; (iv) each outstanding share of the Corporation's Series B Preferred Stock shall be converted into and become the right to receive one share of RealD DE's Series B Preferred Stock, par value \$0.0001 per share; (v) each outstanding share of the Corporation's Series C Preferred Stock shall be converted into and become the right to receive one share of RealD DE's Series C Preferred Stock, par value \$0.0001 per share; (vi) each outstanding share of the Corporation's Series D Preferred Stock shall be converted into and become the right to receive one share of RealD DE's Series D Preferred Stock, par value \$0.0001 per share; (vii) each outstanding option, warrant or right to purchase the Corporation's Common Stock shall be converted into and become an option, warrant or right to purchase RealD DE's Common Stock, and (viii) RealD DE, as the surviving corporation, shall assume all of the liabilities of the Corporation.

FOURTH: The Merger has been approved by the holders of at least a majority of the outstanding shares of common stock and each series of preferred stock of the Company.

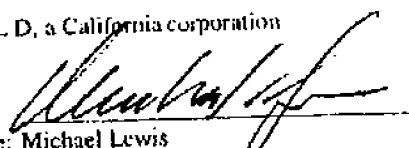
FIFTH: Anything herein or elsewhere to the contrary notwithstanding, the Merger may be amended or terminated and abandoned by the Board at any time prior to the time that this Certificate of Ownership and Merger being filed with the Delaware Secretary of State becomes effective.

SIXTH: The merger is to become effective upon the filing hereof with the Secretary of State of the State of Delaware.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parent has caused this Certificate to be signed by an authorized officer this 8th day of April, 2010.

REAL D, a California corporation

By: 

Name: Michael Lewis

Title: Chief Executive Officer

[Signature Page to Certificate of Ownership and Merger]

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is entered into as of April 8, 2010, by and between Real D, a California corporation (the "Company"), and RealD Inc., a Delaware corporation ("Subsidiary").

RECITALS

WHEREAS, the Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of California with authorized capital stock consisting of 35,133,333 shares of Common Stock and 12,223,814 shares of Preferred Stock, of which 3,000,000 shares are designated Series A Preferred Stock, 2,417,647 shares are designated Series B Preferred Stock, 5,139,500 shares are designated Series C Preferred Stock, and 1,666,667 shares are designated Series D Preferred Stock;

WHEREAS, Subsidiary is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware with authorized capital stock consisting of 35,133,333 shares of Common Stock, par value \$0.0001 per share, and 12,223,814 shares of Preferred Stock, par value \$0.0001 per share, of which 3,000,000 shares are designated Series A Preferred Stock, 2,417,647 shares are designated Series B Preferred Stock, 5,139,500 shares are designated Series C Preferred Stock, and 1,666,667 shares are designated Series D Preferred Stock;

WHEREAS, upon the terms and conditions set forth herein, the Company desires to merge with and into Subsidiary, whereby the separate existence of the Company will cease, and Subsidiary will be the surviving corporation (the "Merger"); and

WHEREAS, the board of directors and shareholders of the Company, and the board of directors and stockholders of Subsidiary, has approved this Agreement and deem the Merger advisable and in the best interests of the Company and Subsidiary and their shareholders and stockholders, respectively, all upon the terms and conditions set forth herein and in accordance with the laws of the States of California and Delaware, as applicable.

NOW, THEREFORE, in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I THE MERGER

SECTION 1.1 Merger of the Company into Subsidiary. Upon the terms and subject to the conditions hereof, and in accordance with the laws of the State of Delaware and the State of California, at the Effective Time (as hereinafter defined), the Company shall be merged with and into Subsidiary. Following the Merger, Subsidiary shall continue in existence as the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation") and the separate existence of the Company shall cease. The separate corporate existence of the Surviving Corporation, with all its purposes, objects, rights, privileges, powers and franchises, shall continue unaffected and unimpaired by the Merger, and the Surviving Corporation shall

succeed to all the assets, properties, licenses, agreements, liabilities, debts and other interests due or belonging to the Company. For the sake of clarity and the avoidance of doubt, all corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of the Company, the shareholders of the Company, the board of directors of the Company and committees thereof, and the officers and agents thereof, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and will be as effective and binding thereon as the same were with respect to the Company. The employees and agents of the Company will become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of the Company. The requirements of any plans or agreements of the Company involving the issuance or purchase by the Company of certain shares of its capital stock will be satisfied by the issuance or purchase of a like number of shares of the Surviving Corporation. The subsidiaries of the Company will become the subsidiaries of the Surviving Corporation.

SECTION 1.2 Merger Effective Time. The Merger shall not become effective until, and shall become effective at, the point in time at which (a) this Agreement has been fully executed by the parties hereto, and (b) a properly executed Certificate of Ownership and Merger shall have been filed with the Secretary of State of the State of Delaware. The date and time at which the Merger shall become effective as aforesaid is herein called the "Effective Time."

SECTION 1.3 Effects of the Merger. The Merger shall have the effects specified in the Delaware General Corporation Law, the California General Corporation Law and this Agreement.

SECTION 1.4 Taking of Necessary Action. Each of the Company and Subsidiary shall take all such actions as may be reasonably necessary or appropriate in order to effectuate the transactions contemplated hereby and to make the Merger effective as of the Effective Time. If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full title to all properties, assets, rights, approvals, privileges, immunities and franchises of the Company, the officers and directors of the Surviving Corporation shall and will be authorized, in the name and on behalf of itself and the Company, to take all such necessary or appropriate action.

SECTION 1.5 Certificate of Incorporation. At the Effective Time, the Certificate of Incorporation of Subsidiary shall remain the Certificate of Incorporation of the Surviving Corporation until amended in accordance with the provisions thereof or applicable law.

SECTION 1.6 The Bylaws. The Bylaws of Subsidiary in effect at the Effective Time shall be the Bylaws of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

SECTION 1.7 Officers. The officers of the Company at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal, subject to the applicable provisions of the Certificate of Incorporation and Bylaws of the Surviving Corporation and Delaware General Corporation Law.

SECTION 1.8 Directors. The directors and the members of the various committees of the board of directors of the Company at the Effective Time shall, from and after the Effective Time, be the directors and members of such committees of the Surviving Corporation, until their successors have been duly elected or appointed or until their earlier death, resignation or removal, subject to the applicable provisions of the Certificate of Incorporation and Bylaws of the Surviving Corporation and Delaware General Corporation Law.

SECTION 1.9 Tax Treatment. The parties intend the Merger to be a tax-free reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

ARTICLE II CONVERSION AND EXCHANGE OF STOCK

SECTION 2.1 Conversion.

(a) Shares. At the Effective Time, as a result of the Merger and without any action on the part of the Company, Subsidiary or the shareholders of the Company and as sole consideration for the Merger:

(i) Each share of common stock of the Company issued and outstanding immediately prior to the Effective Time shall be converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of Common Stock, par value \$0.0001, of Surviving Corporation, with the same rights, powers and privileges as the shares so converted, and all shares of the Company's Common Stock shall be cancelled and retired and shall cease to exist.

(ii) Each share of Series A Preferred Stock of the Company issued and outstanding immediately prior to the Effective Time shall be converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of Series A Preferred Stock, par value \$0.0001, of Surviving Corporation, with the same rights, powers and privileges as the shares so converted, and all shares of the Company's Series A Preferred Stock shall be cancelled and retired and shall cease to exist.

(iii) Each share of Series B Preferred Stock of the Company issued and outstanding immediately prior to the Effective Time shall be converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of Series B Preferred Stock, par value \$0.0001, of Surviving Corporation, with the same rights, powers and privileges as the shares so converted, and all shares of the Company's Series B Preferred Stock shall be cancelled and retired and shall cease to exist.

(iv) Each share of Series C Preferred Stock of the Company issued and outstanding immediately prior to the Effective Time shall be converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of Series C Preferred Stock, par value \$0.0001, of Surviving Corporation, with the same rights, powers and privileges as the shares so converted, and all shares of the Company's Series C Preferred Stock shall be cancelled and retired and shall cease to exist.

(v) Each share of Series D Preferred Stock of the Company issued and outstanding immediately prior to the Effective Time shall be converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of Series D Preferred Stock, par value \$0.0001, of Surviving Corporation, with the same rights, powers and privileges as the shares so converted, and all shares of the Company's Series D Preferred Stock shall be cancelled and retired and shall cease to exist.

(b) Warrants. Each unexercised warrant to purchase Common Stock of the Company (a "Common Stock Warrant") which is outstanding immediately prior to the Effective Time will, upon the Effective Time, become a warrant to purchase Common Stock of the Surviving Corporation on the basis of one share of Common Stock of the Surviving Corporation for each share of Common Stock of the Company issuable pursuant to any such Common Stock Warrant, and otherwise on the same terms and conditions and at an exercise or conversion price per share equal to the exercise or conversion price per share applicable to the Common Stock Warrant.

(c) Equity Plans. Upon the Effective Time, the Surviving Corporation shall assume and continue any and all stock option, stock incentive and other equity-based award plans heretofore adopted by the Company (individually, an "Equity Plan" and collectively, the "Equity Plans"), and shall reserve for issuance under each Equity Plan a number of shares of common stock of the Surviving Corporation equal to the number of shares of stock so reserved by the Company immediately prior to the Effective Time. Each unexercised option or other right to purchase Common Stock of the Company granted under and by virtue of any such Equity Plan which is outstanding immediately prior to the Effective Time shall, upon the Effective Time, become an option or right to purchase Common Stock of the Surviving Corporation on the basis of one share of Common Stock of the Surviving Corporation for each share of Common Stock of the Company issuable pursuant to any such option or stock purchase right, and otherwise on the same terms and conditions and at an exercise or conversion price per share equal to the exercise or conversion price per share applicable to the Company option or stock purchase right. Each equity-based award relating to the Common Stock of the Company granted or awarded under any of the Equity Plans which is outstanding immediately prior to the Effective Time shall, upon the Effective Time, become an award relating to Common Stock of the Surviving Corporation on the basis of one share of Common Stock of the Surviving Corporation for each share of Common Stock of the Company to which such award relates and otherwise on the same terms and conditions applicable to such award immediately prior to the Effective Time.

(d) Cancellation. At the Effective Time, each share of Common Stock of Subsidiary issued and outstanding immediately prior to the Effective Time and held by the Company will be canceled without any consideration being issued or paid therefor.

SECTION 2.2 Exchange of Certificates. At the Effective Time, stock certificates representing capital stock of the Company shall automatically represent an equal number of shares of such capital stock of the Surviving Corporation. At any time after the Effective Time, the holders of capital stock represented by certificates issued prior to the Effective Time, shall be entitled, upon request and surrender of such certificates to the Surviving Corporation, to receive in exchange therefor a new stock certificate evidencing ownership of the same number of shares of their respective capital stock of the Surviving Corporation. If any new certificate is to be

issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it will be a condition of the issuance thereof that the certificate or other writing so surrendered will be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange will pay to the Surviving Corporation or its transfer agent any transfer or other taxes required by reason of the issuance of a certificate representing shares of capital stock in any name other than that of the registered holder of the certificate surrendered, or otherwise required, or will establish to the satisfaction of the transfer agent that such tax has been paid or is not payable.

ARTICLE III TERMINATION, AMENDMENT

SECTION 3.1 Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time. In the event of the termination of this Agreement as provided above, this Agreement shall forthwith become void and there shall be no liability on the part of any of the parties hereto.

SECTION 3.2 Amendment. This Merger Agreement may be amended, modified or supplemented, in whole or in part, at any time prior to the Effective Time with the mutual consent of the respective boards of directors of the Company and Subsidiary to the full extent permitted under applicable law.

ARTICLE IV MISCELLANEOUS

SECTION 4.1 Further Assurances. Each party hereto shall execute such documents and other instruments and take such further actions as may be reasonably required or desirable to carry out the provisions of this Agreement.

SECTION 4.2 No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

SECTION 4.3 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or enforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

SECTION 4.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument. In the event that any signature is delivered by facsimile or other means of electronic image transmission, such signature will create a valid and

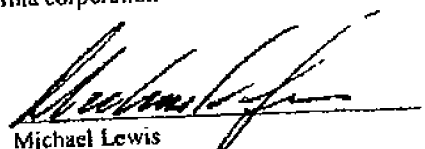
binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronically transmitted signature page were an original thereof.

SECTION 4.5 Governing Law. This Agreement will be construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws of such state.

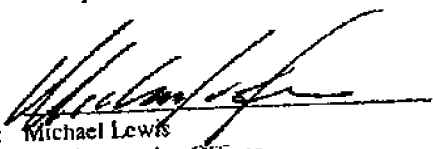
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized on and as of the date first above written.

REAL D,
a California corporation

By: 
Name: Michael Lewis
Title: Chief Executive Officer

REALD INC.,
a Delaware corporation

By: 
Name: Michael Lewis
Title: Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]

