

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	Patent Security Agreement																												
CONVEYING PARTY DATA																													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>RealD DDMG Acquisition, LLC</td> <td>01/11/2013</td> </tr> </tbody> </table>		Name	Execution Date	RealD DDMG Acquisition, LLC	01/11/2013																								
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CORRESPONDENCE DATA																													

CH \$520.00 6208348

Fax Number: 2027393001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-739-3000  
Email: jennifer.evans@morganlewis.com  
Correspondent Name: Morgan, Lewis & Bockius LLP  
Address Line 1: 1111 Pennsylvania Avenue, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	018450-0056
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NAME OF SUBMITTER:	Jennifer C. Evans
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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**Total Attachments: 7**  
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of January 11, 2013, by REALD DDMG ACQUISITION, LLC ("Grantor"), in favor of CITY NATIONAL BANK, as administrative agent for the Secured Parties (as defined below) (in such capacity, and together with any successor administrative agent hereunder, the "Grantee"):

### WITNESSETH

WHEREAS, REALD INC. ("Borrower"), Grantee, City National Bank, as letter of credit issuer (in its capacity as such, and together with any successor letter of credit issuer hereunder, the "L/C Issuer"), and the lenders party thereto from time to time (the "Lenders") (the Lenders, Administrative Agent, the L/C Issuer and certain other Persons parties to Related Swap Contracts, collectively, the "Secured Parties") are parties to a certain Credit Agreement dated as of April 19, 2012 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit made and to continue to be made to Borrower by Lenders and the L/C Issuer; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of April 19, 2012 among Borrower, Stereographics Corporation, ColorLink Inc., and Grantee (as supplemented by that certain Joinder No. 1 to Security Agreement, dated as of the date hereof, among Grantor, Borrower, Stereographics Corporation, ColorLink Inc., and Grantee, and as the same may be further supplemented, amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest (if any) in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and


(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**REALD DDMG ACQUISITION, LLC,**  
a Delaware limited liability company

By: **RealD Inc.**, a Delaware corporation  
Its: Manager

By:   
Name: Craig Gatarz  
Its: Executive Vice President, General  
Counsel and Secretary

Agreed and Accepted  
As of the Date First Written Above

**CITY NATIONAL BANK,**  
as Administrative Agent

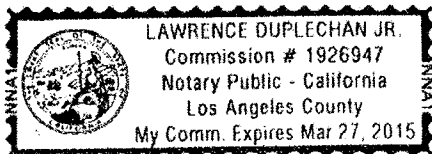
By: \_\_\_\_\_  
Name:  
Title:

State of California        )  
  ) ss.  
County of Los Angeles    )

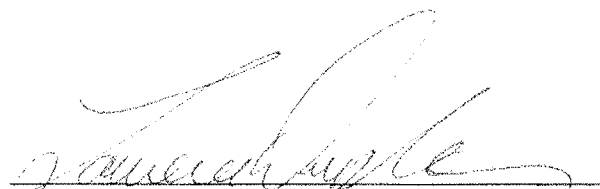
On January 2, 2013, before me, Lawrence Duplechan, Jr., Notary Public, personally appeared CRAIG GATARZ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



*Place Notary Seal Above*

  
\_\_\_\_\_  
*Signature of Notary Public*

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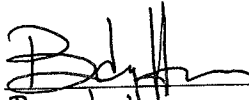
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Its: Manager

By: \_\_\_\_\_  
Name: Craig Gatarz  
Its: Executive Vice President, General  
Counsel and Secretary

Agreed and Accepted  
As of the Date First Written Above

**CITY NATIONAL BANK,**  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Brandy Han  
Title: Senior Vice President

**SCHEDULE 1**

**Patents, Patent Registrations, Patent Applications and Provisional Patent Applications**

Patent	Application	Country	Filing Date	Attorney Docket	Published Application	Issue Date
6208348	09/085,746	USA	5/27/1998	76682-8001.US01		3/27/2001
6515659	10/029,625	USA	12/19/2001	76682-8003.US01		2/4/2003
6686926	09/819,420	USA	3/26/2001	76682-8002.US01		2/3/2004
7102633	10/147,380	USA	5/15/2002	76682-8004.US01	2005-0099414 A1	9/5/2006
7116323	10/316,672	USA	12/10/2002	76682-8005.US01	2005-0104878 A1	10/3/2006
7116324	10/674,688	USA	9/30/2003	76682-8006.US01	2005-0104879 A1	10/3/2006
	PCT/US06/44834	PCT *	11/17/2006	PU060233	WO 2008/060289	
	PCT/US07/07234	PCT *	3/23/2007	PU070040	WO 2008/118113	
	PCT/US05/06560	PCT *	2/28/2005	016465-024WO	WO 2005/084298	
	PCT/US05/23283	PCT *	6/29/2005	016465-023 WO	WO 2006/004932, EPI774455, CA2572085	
	10/792,368	USA	3/2/2004	016465-024	2005-0146521 A1	
	10/882,524	USA	6/30/2004	016465-023	2005-0231505 A1	
	09/110,589	USA	7/6/1998			
	61/381,908	USA	9/10/2010	76682-8007.US00		
	13/230,733	USA	9/12/2011	76682-8007.US01	2012-0235988 A1	
	61/381,894	USA	9/10/2010	76682-8008.US00		
	13/230,750	USA	9/12/2011	76682-8008.US01	2012-0106785 A1	
	AU2005260637A1	Australia	6/29/2005		WO 2006/004932	
	CA2572085	Canada	6/29/2005			

**PATENT**

**REEL: 029855 FRAME: 0196**



Patent	Application	Country	Filing Date	Attorney Docket	Published Application	Issue Date
	EP20050763975	EU **	6/29/2005		EPI774455	
	8011/DELNP/2006	India	12/29/2006			
	JP2007-519434	Japan				
	KR20077002183	Korea	1/29/2007		KR20070042989	

\* "PCT" indicates a multi-county filing under the Patent Cooperation Treaty.

\*\* "EU" indicates a filing with the European Patent Office.