

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Digital Domain, Inc.		07/21/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	FMP Agency Services, LLC, as agent
<b>Street Address:</b>	21 Custom House St.
<b>Internal Address:</b>	10th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	2614263	
Registration Number:	2015945	DIGITAL DOMAIN
Registration Number:	2018031	DIGITAL DOMAIN
Registration Number:	2260207	DIGITAL DOMAIN
Registration Number:	2534088	DIGITAL DOMAIN
Registration Number:	2534100	DIGITAL DOMAIN
Registration Number:	2536263	DIGITAL DOMAIN
Registration Number:	2536273	DIGITAL DOMAIN
Registration Number:	2617174	DIGITAL DOMAIN
Registration Number:	2617189	DIGITAL DOMAIN
Registration Number:	2620214	DIGITAL DOMAIN
Registration Number:	2627575	DIGITAL DOMAIN
Registration Number:	2641915	DIGITAL DOMAIN

**CH \$615.00 2614263**

Registration Number:	2651292	DIGITAL DOMAIN
Registration Number:	2658134	DIGITAL DOMAIN
Registration Number:	2948483	DIGITAL DOMAIN
Registration Number:	2539977	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2549683	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2552314	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2607019	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2938468	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	3004651	DREAM WITH YOUR EYES WIDE OPEN
Registration Number:	2435458	TED SHRED
Serial Number:	76198201	DREAM WITH YOUR EYES WIDE OPEN

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-756-9292  
Email: christine.wilson@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	08/08/2006

Total Attachments: 6  
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source=digital domain - fmp#page5.tif  
source=digital domain - fmp#page6.tif

**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of July 21, 2006, by Digital Domain, Inc., a Delaware corporation (the "Pledgor"), in favor of FMP AGENCY SERVICES, LLC, in its capacity as agent pursuant to the Purchase Agreement (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Purchase Agreement, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by this reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

**IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.**

Very truly yours,

DIGITAL DOMAIN, INC.

By:



Name: Carl Stork

Title: Chief Executive Officer

FMP AGENCY SERVICES, LLC,  
as Agent

By:   
Name: William J. Kennedy Jr.  
Title: Manager

Trademark Security Agreement

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
DIGITAL DOMAIN, INC.	2,260,287	DIGITAL DOMAIN
DIGITAL DOMAIN, INC.	2,948,483	DIGITAL DOMAIN
DIGITAL DOMAIN, INC.	2,536,263	DIGITAL DOMAIN
DIGITAL DOMAIN, INC.	2,534,088	DIGITAL DOMAIN
DIGITAL DOMAIN, INC.	2,681,282	DIGITAL DOMAIN
DIGITAL DOMAIN, INC.	2,818,091	DIGITAL DOMAIN
DIGITAL DOMAIN, INC.	2,658,134	DIGITAL DOMAIN
DIGITAL DOMAIN, INC.	2,815,945	DIGITAL DOMAIN
DIGITAL DOMAIN, INC.	2,617,189	DIGITAL DOMAIN
DIGITAL DOMAIN, INC.	2,617,174	DIGITAL DOMAIN (& DESIGN)
DIGITAL DOMAIN, INC.	2,536,273	DIGITAL DOMAIN (& DESIGN)
DIGITAL DOMAIN, INC.	2,534,160	DIGITAL DOMAIN (& DESIGN)
DIGITAL DOMAIN, INC.	2,641,915	DIGITAL DOMAIN (& DESIGN)
DIGITAL DOMAIN, INC.	2,627,575	DIGITAL DOMAIN (& DESIGN)
DIGITAL DOMAIN, INC.	2,260,214	DIGITAL DOMAIN (& DESIGN)
DIGITAL DOMAIN, INC.	3,004,651	DREAM WITH YOUR EYES WIDE OPEN
DIGITAL DOMAIN, INC.	2,687,819	DREAM WITH YOUR EYES WIDE OPEN
DIGITAL DOMAIN, INC.	2,838,468	DREAM WITH YOUR EYES WIDE OPEN
DIGITAL DOMAIN, INC.	2,530,977	DREAM WITH YOUR EYES WIDE OPEN
DIGITAL DOMAIN, INC.	2,540,683	DREAM WITH YOUR EYES WIDE OPEN
DIGITAL DOMAIN, INC.	2,582,314	DREAM WITH YOUR EYES WIDE OPEN
DIGITAL DOMAIN, INC.	2,614,263	MISCELLANEOUS DESIGN (Ted Shred Image)
DIGITAL DOMAIN, INC.	2,436,458	TED SHRED

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
DIGITAL DOMAIN, INC.	76/108201	DREAM WITH YOUR EYES WIDE OPEN