

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RealD DDMG Acquisition, LLC		01/11/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	City National Bank
Street Address:	555 South Floor Street, 24th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85207101	DECOMP
Serial Number:	85207108	DECOMPOSITE
Serial Number:	77849344	DEPTH GRADING
Registration Number:	2644205	DIMENSIONALIZATION
Serial Number:	85207130	IN3GUE
Registration Number:	3755067	IN-THREE
Serial Number:	85207088	INTRIGUE
Serial Number:	85207121	QUICK THREE
Serial Number:	85207126	QUICK3
Registration Number:	3751612	THE DIMENSIONALISTS
Registration Number:	3072431	DIMENSIONALIZED

CORRESPONDENCE DATA

Fax Number: 2027393001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jce/
Date:	02/22/2013

Total Attachments: 5
source=Trademark Security Agreement.pdf#page1.tif
source=Trademark Security Agreement.pdf#page2.tif
source=Trademark Security Agreement.pdf#page3.tif
source=Trademark Security Agreement.pdf#page4.tif
source=Trademark Security Agreement.pdf#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK 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 Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, 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 Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[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:

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: Brandy Ham
Title: Senior Vice President

SCHEDULE 1

Trademarks*

<u>No.</u>	<u>Name</u>	<u>Date</u>	<u>Status</u>
85/207101	DECOMP		Pending - Application filed 12/29/2010
85/207108	DECOMPOSITE		Pending - Application filed 12/29/2010
77/849344	DEPTH GRADING		Abandoned Pending - Application filed 08/03/2011
76/238556 2,644,205	DIMENSIONALIZATION		Registered Section 8 accepted & Section 15 acknowledged 2009-04-09
76/536352 3,072,431	DIMENSIONALIZED		Registered Notice of Publication issued 2005-12-14 Notice of Allowance issued 2006-03-28
4347456	DZN		European Community Trademark Application
4347373	DZN'D		European Community Trademark Application
85/207130	IN3GUE		Pending - Application filed 12/29/2010
77/138308 3,755,067	IN-THREE		Registered Notice of Publication issued 2008-03-25 Notice of Allowance issued 2008-06-17
85/207088	INTRIGUE		Pending - Application filed 12/29/2010
85/207121	QUICK THREE		Pending - Application filed 12/29/2010
85/207126	QUICK3		Pending - Application filed 12/29/2010
77/754784 3,751,612	THE DIMENSIONALISTS		Registered Notice of Publication issued 20089-12-08 Notice of Publication issued 2010-02-23

* All of the trademark applications and registrations listed above were filed with the U.S. Patent and Trademark Office other than application numbers 4347456 and 4347373 which were filed in the European Community.