

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311113

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RealD Inc.		06/26/2014	CORPORATION: 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: 14			
Property Type	Number	Word Mark	
Serial Number:	85950613	LUXE	
Serial Number:	85950815	LUXE	
Serial Number:	85950637	LUXE A REALD EXPERIENCE	
Serial Number:	85950818	LUXE A REAL D EXPERIENCE	
Serial Number:	85908027	PRECISION WHITE	
Serial Number:	85629736	RD	
Serial Number:	85629741	RD	
Serial Number:	85629667	REAL.D	
Serial Number:	85629700	REAL.D	
Serial Number:	85629730	REAL.D 3D	
Serial Number:	86099805	REALD TRUEIMAGE	
Serial Number:	85739531	REALUX	
Serial Number:	85739532	REALUX	
Registration Number:	4397263	REAL.D 3D	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
TRADEMARK			

CH \$365.00 85950613

Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 018450-0056

NAME OF SUBMITTER: Jennifer C. Evans

SIGNATURE: /jce/

DATE SIGNED: 07/18/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of June 26, 2014, by REALD INC. ("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, Grantor, 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 Amended and Restated Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor 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 Grantor, Stereographics Corporation, ColorLink Inc., and Grantee (as supplemented by that certain Joinder No. 1 to Security Agreement, dated as of January 11, 2013, among Grantor, Stereographics Corporation, Colorlink Inc., RealD DDMG Acquisition, LLC, 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 Grantor 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 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

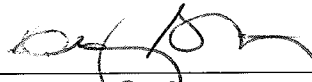
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California without giving effect to its choice of law provisions that would result in the application of laws of a different jurisdiction.

[Signature page follows]

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

REALD INC.

By: 
Name: Craig Eckert
Title: COO and General Counsel

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 INC.

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

CITY NATIONAL BANK,
as Administrative Agent

By: Garen Papazyan
Name: Garen Papazyan
Title: Senior Vice President

SCHEDULE 1

Trademark Applications & Registered Trademarks

Country	Mark	Application No	Application Date	Registration No	Registration Date	Current Owner	Status	Expiration Date
United States	LUXE	85/950613	04-Jun-2013			ReaID Inc.	Pending	
United States	LUXE (Stylized) (w/color claim)	85/950815	04-Jun-2013			ReaID Inc.	Pending	
United States	LUXE A REALD EXPERIENCE	85/950637	04-Jun-2013			ReaID Inc.	Allowed	
United States	LUXE A REALD EXPERIENCE & Design (w/color claim)	85/950818	04-Jun-2013			ReaID Inc.	Allowed	
United States	PRECISION WHITE	85/908027	18-Apr-2013			ReaID Inc.	Allowed	
United States	RD & Design (New Logo)	85/629736	18-May-2012			ReaID Inc.	Abandoning	
United States	RD & Design (New Logo)	85/629741	18-May-2012			ReaID Inc.	Abandoning	
United States	real.d & Design (New Logo)	85/629667	18-May-2012			ReaID Inc.	Allowed	
United States	real.d & Design (New Logo)	85/629700	18-May-2012			ReaID Inc.	Abandoning	
United States	real.d 3D & Design (New Logo)	85/629722	18-May-2012	4397263	03-Sep-2013	ReaID Inc.	Registered	Will let lapse
United States	real.d 3D & Design (New Logo)	85/629730	18-May-2012			ReaID Inc.	Abandoning	
United States	REALD TRUEIMAGE	86/099805	23-Oct-2013			ReaID Inc.	Pending	
United States	REALUX	85/739531	26-Sep-2012			ReaID Inc.	Allowed	
United States	REALUX	85/739532	26-Sep-2012			ReaID Inc.	Allowed	