

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revolution Display, LLC		07/13/2017	Limited Liability Company: DELAWARE
Full Throttle Films, LLC	FORMERLY Full Throttle Films, Inc.	07/13/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	185 Asylum Street		
Internal Address:	35th Floor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5178092	LIGHT PILOT	
Registration Number:	4775230	REVEAL	
Registration Number:	4902224	REVOLUTION DISPLAY	
Registration Number:	4902225	REVOLUTION DISPLAY	
Registration Number:	4199440	ADVANTAGE	
Registration Number:	5166740	CINEVERSE	
Registration Number:	1281378	FULL THROTTLE FILMS	
Registration Number:	3609092	PIXEL CURTAIN	
Registration Number:	3609093	STEALTH	
Registration Number:	3292256	STEALTH	
Registration Number:	3025887	VER	
Serial Number:	86460956	LUMAPOWER	
Serial Number:	86689142	REVOLUTION DISPLAY	
Serial Number:	86887962	VER	
CORRESPONDENCE DATA			

CH \$365.00 5178092

TRADEMARK

Fax Number: 2127352000

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.

Phone: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401180/460
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NAME OF SUBMITTER:	Oren Epstein
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SIGNATURE:	/OE/
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DATE SIGNED:	07/13/2017
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Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

July 13, 2017

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of Revolution Display, LLC, a Delaware limited liability company, and Full Throttle Films, LLC (f/k/a Full Throttle Films, Inc.), a Delaware limited liability company (each, a “Grantor” and, collectively, the “Grantors”), each with principal offices at 757 W. California Ave. Bldg, 4, Glendale, CA 91203, hereby pledges and grants (this “Grant”) to Bank of America, N.A., as Collateral Agent, with principal offices at 185 Asylum Street, 35th Floor, Hartford, CT 06103, (the “Grantee”), for the benefit of the Secured Creditors (as such term is defined in the Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) the trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof (but prior to the Termination Date) for infringement of any of the Marks or unfair competition regarding the same (collectively, the “Mark Collateral”). With respect to United States Marks, notwithstanding the foregoing in no event shall Mark Collateral include any “intent to use” Mark application for which a statement of use has not been filed (but only until such statement is filed and accepted by the United States Patent and Trademark Office whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Mark Collateral).


THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantors, as such term is defined in the U.S. Security Agreement among the Grantors, the other Grantors from time to time party thereto and the Grantee, dated as of December 11, 2014 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


This Grant is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Grant, the terms of Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

REVOLUTION DISPLAY, LLC, Grantor

By:  _____
Name: Robert Krakauer
Title: Chief Financial Officer and Treasurer

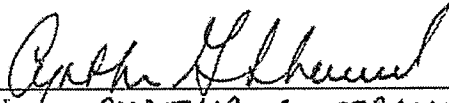
FULL THROTTLE FILMS, LLC, Grantor

By:  _____
Name: Robert Krakauer
Title: President

[Signature Page to Trademark Grant]

TRADEMARK
REEL: 006104 FRAME: 0870

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: 
Name: CYNTHIA G. STANNARD
Title: SR. VICE PRESIDENT

[Signature Page to Trademark Grant]

TRADEMARK
REEL: 006104 FRAME: 0871

SCHEDULE AUnited States Trademarks and Applications

Grantor	Trademark	App. No.	Reg. No.	Ap. Date	Reg. Date
REVOLUTION DISPLAY, LLC	LIGHT PILOT	86981565	5178092	02-DEC-2015	04-APR-2017
REVOLUTION DISPLAY, LLC	LUMAPOWER	86460956 (ITU)		21-NOV-2014	
REVOLUTION DISPLAY, LLC	REVOLUTION DISPLAY	86689142		10-JUL-2015	
REVOLUTION DISPLAY, LLC	REVEAL	86259444	4775230	22-APR-2014	21-JUL-2015
REVOLUTION DISPLAY, LLC	REVOLUTION DISPLAY & Design	85877803	4902224	15-MAR-2013	16-FEB-2016
REVOLUTION DISPLAY, LLC	REVOLUTION DISPLAY	85877814	4902225	15-MAR-2013	16-FEB-2016
FULL THROTTLE FILMS, INC.	ADVANTAGE	85283109	4199440	31-MAR-2011	28-AUG-2012
FULL THROTTLE FILMS, INC.	CINEVERSE	86220734	5166740	13-MAR-2014	21-MAR-2017
FULL THROTTLE FILMS, INC.	FULL THROTTLE FILMS	73423028	1281378	25-APR-1983	12-JUN-1984
FULL THROTTLE FILMS, INC.	PIXEL CURTAIN	76661015	3609092	5-JUN-2006	21-APR-2009
FULL THROTTLE FILMS, INC.	STEALTH	76661016	3609093	5-JUN-2006	21-APR-2009

FULL THROTTLE FILMS, INC.	STEALTH	78899685	3292256	2-JUN-2006	11-SEP-2007
FULL THROTTLE FILMS, LLC	VER	76613615	3025887	23-SEP-2004	13-DEC-2005
FULL THROTTLE FILMS, LLC	VER	86887962		27-JAN-2016	