

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615014

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
REALD INC.		12/08/2020	Corporation: DELAWARE
REALD SPARK, LLC		12/08/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS INVESTMENT PARTNERS, LLC, as Collateral Agent		
<b>Street Address:</b>	40 West 57th Street, 33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3931850		
<b>Registration Number:</b>	5233214	INTELILIGHT	
<b>Serial Number:</b>	87482665	REALD ME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	34408.00005		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J. Ramos/		
<b>DATE SIGNED:</b>	12/17/2020		
<b>Total Attachments: 4</b>			

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**SUPPLEMENT NO. 1 TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

SUPPLEMENT NO. 1 TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of December 8, 2020 (this “Agreement”), is made by each of the signatories hereto indicated as a “Grantor” (each a “Grantor” and collectively, the “Grantors”) in favor of HPS INVESTMENT PARTNERS, LLC, as Collateral Agent for the Secured Parties (in such capacity, the “Collateral Agent”) to supplement that certain First Lien Trademarks Security Agreement dated as of November 30, 2018, among the Grantors and the Collateral Agent.

Reference is made to (a) the Amended and Restated First Lien Credit and Guaranty Agreement, dated as of November 20, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among RealD Inc. (the “Borrower”), New RD Intermediate, LLC (“Holdings”), certain subsidiaries of Holdings party thereto from time to time as Guarantors, the Lenders listed on the signature pages thereto and HPS Investment Partners, LLC, in its capacities as the Administrative Agent and the Collateral Agent, and (b) the Amended and Restated First Lien Pledge and Security Agreement, dated as of November 20, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower and Obligors listed on the signature pages thereto in favor of the Collateral Agent.

Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement, a security interest in all of its right, title and interest in, to and under all the Trademarks listed on the attached Schedule of Registered Trademarks, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such Trademark, and including all renewals of registrations thereof, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world as collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


GRANTORS:

REALD INC.

By: 

Name: Jeffrey R. Spain  
Title: Chief Financial Officer


REALD SPARK, LLC

By: 

Name: Jeffrey R. Spain  
Title: Chief Financial Officer and Secretary

Signature Page (IL) 08/17/2011 10:00:00 AM

HPS INVESTMENT PARTNERS, LLC as Collateral  
Agent

By:   
Name: Vikas Keswani  
Title: Managing Director

**Schedule I**

**TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND SERVICE MARK  
REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

No.	Mark	Country	Status	App No.	App Date	Class(es)	Reg Date	Reg No.	Renewal Date	Owner
1.	MISC. DESIGN (Robotic Toy Dog Wearing Glasses)	USA	Reg'd	77783899	07/17/2009	041	03/15/2011	3931850	03/15/2021	RealD Inc.
2.	REALD	Saudi Arabia	Reg'd	217966	02/04/2020	41	04/20/2020	1441017169	10/12/2029	RealD Inc.
3.	REALD	Saudi Arabia	Reg'd	217966	02/04/2020	41	04/20/2020	1441017169	10/12/2029	RealD Inc.
4.	REALD & Design (New Block Logo)	Canada	Let Lapse	1755315	11/17/2015	063				RealD Inc.
5.	REALD ULTIMATE SCREEN	Germany	Reg'd	3020191075897	06/11/2019	009	08/12/2019	302019107589	06/11/2029	RealD Inc.
6.	ULTIMATE SCREEN	China	Pending	48666705	08/05/2020	009				RealD Inc.
7.	INTELIGHT	USA	Reg'd	86741053	08/28/2015	009	06/27/2017	5233214	06/27/2027	RealD Spark, LLC
8.	REALD ME	USA	Allowed	87482665	06/09/2017	009				RealD Inc.