

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

12-09-1998



100914501

12-7-98

To the Honorable Commissioner of

inal documents or copy thereof.

dress of receiving party(ies)

1. Name of conveying party(ies):

Barclays Bank PLC, as agent

Name: Cinemark USA, Inc.

Internal Address:

Street Address: 7502 Greenville Avenue, Suite 800

City: Dallas State: TX ZIP: 75231-3891

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interests at Reel 827, Frame 077; Reel 827, Frame 124; Reel 827, Frame 138; Reel 827, Frame 146; Reel 827, Frame 069
- Merger
- Change of Name

Execution Date: October 16, 1998

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

- Corporation-State TX
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
See attached list

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kenneth R. Glaser

Internal Address: Akin, Gump, Strauss, Hauer & Feld LLP

Street Address: 1700 Pacific Avenue, Suite 4100

City: Dallas State: TX ZIP: 75201-4675

12/08/1998 INBUYEN 00000112 931560

01 FC:481
02 FC:482

40.00 OP
225.00 OP

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kenneth R. Glaser
Name of Person Signing

[Signature]
Signature

12/4/98
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

cc: Michael Cavalier
Terry Schepok
John Con...

TRADEMARK

REEL: 1823 FRAME: 0905

EXHIBIT A

MARK	REGISTRATION NO.	REGISTRATION DATE
CINEMARK	931,560	March 28, 1972
FRONT ROW JOE	1,540,958	May 23, 1989
CINEMARK LOGO	1,551,346	August 8, 1989
FRONT ROW JOE CHARACTER	1,558,480	September 26, 1989
MOVIES 8	1,560,193	October 10, 1989
MOVIES 6	1,560,194	October 10, 1989
MOVIES 5	1,560,195	October 10, 1989
MOVIES 10	1,560,196	October 10, 1989
CINEMARK THEATRES	1,598,964	May 29, 1990

MARK	APPLICATION NO.	APPLICATION DATE
CINEMARK	73/824,295 (now Reg. No. 1,660,126)	September 11, 1989

JFD\07637\0025DOCS\RELEASE

TRADEMARK
REEL: 1823 FRAME: 0906

RELEASE OF SECURITY INTERESTS

WHEREAS, BARCLAYS BANK PLC. (BBP) has been granted security interests and/or conditional assignments in certain United States trademark and/or service mark registrations and applications set forth in Exhibit A attached hereto, said security interests and/or conditional assignments having been granted to BBP by Bankers Trust Company, Cinemark USA, Inc., Cinemark Properties, Inc., Cinemark Corporation and Missouri City Central 6, Inc., and having been respectively recorded in the United States Patent and Trademark Office at Reel 827, Frame 077 (a copy of which is attached hereto as Exhibit B); Reel 827, Frame 124 (a copy of which is attached hereto as Exhibit C); Reel 827, Frame 138 (a copy of which is attached hereto as Exhibit D); Reel 827, Frame 146 (a copy of which is attached hereto as Exhibit E); and Reel 827, Frame 069 (a copy of which is attached hereto as Exhibit F);

WHEREAS, the loans secured by such security interests and/or conditional assignments have been paid and such security interests and/or conditional assignments have been released;

WHEREAS, it is the purpose of this document to memorialize the release of the security interests and/or conditional assignments in a form suitable for recording in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, BBP does hereby release, nunc pro tunc, any and all security interests and/or conditional assignments in the trademark and/or service mark applications and registrations set forth in Exhibit A.

BARCLAYS BANK PLC.

By: Patricia Ryan Guarino
Printed Name: Patricia Ryan Guarino
Title: Associate Director

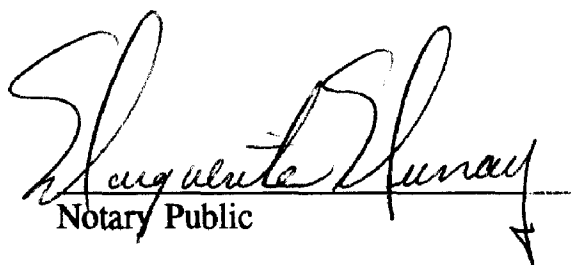
BEFORE ME, the undersigned authority, on this day personally appeared

Patricia Ryan Marino, and having been duly sworn by me, upon his oath states that she is Associate Director, of Barclays Bank PLC., that he has read and understands the

foregoing instrument, that he is authorized to execute said instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME. this 16th day of October

1995.


Notary Public

S E A L

My commission expires _____

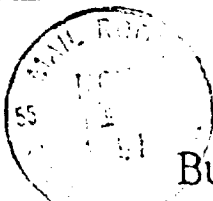
MARGUERITE MURRAY
Notary Public, State of New York
No. 2833840
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Mar. 30, 1997

EXHIBIT A

MARK	REGISTRATION NO.	REGISTRATION DATE
CINEMARK	931,560	March 28, 1972
FRONT ROW JOE	1,540,958	May 23, 1989
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CINEMARK THEATRES	1,598,964	May 29, 1990

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CINEMARK	73/824,295 (now Reg. No. 1,660,126)	September 11, 1989

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QC
#4

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D

Buchalter, Nemer, Fields & Younger

JERRY NEMER (1912-1990)
EVELLE J. YOUNGER (1918-1989)

(A PROFESSIONAL CORPORATION IN CALIFORNIA/A PARTNERSHIP IN NEW YORK)
29TH FLOOR
333 MARKET STREET

FAX
(415) 227-0770

LOS ANGELES • CENTURY CITY • SAN JOSE
NEWPORT BEACH • NEW YORK

SAN FRANCISCO, CALIFORNIA 94105-2130
TELEPHONE (415) 227-0900

OUR FILE NUMBER

November 1, 1991

Sent Via Express Mail

Hon. Commissioner of Patents and Trademarks
United States Patent and Trademark Office
Box Assignments
2011 Jefferson Davis Highway
Arlington, VA 22202

RE: Cinemark USA, Inc.
Cinemark Properties, Inc.
Cinemark Corporation
Missouri City Central 6, Inc.
Barclays Bank PLC, as Agent

To Whom It May Concern:

I enclose herewith the following original documents:

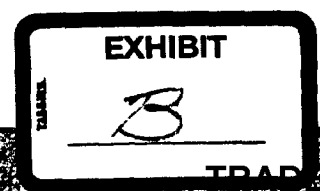
1. Assignment of and Amendment to Amended and Restated Trademark/Trade Name Security Agreement and Assignment of Security Interest ("Assignment") dated October 17, 1991, among Bankers Trust Company, individually and as agent for certain banks ("Assignor"), Cinemark USA, Inc., as borrower ("Borrower"), and Barclays Bank PLC, as Agent ("Assignee"). Assignor will assign nine (9) trademarks or service marks to Assignee.
2. Trademark Security Agreement dated October 16, 1991 naming Cinemark USA, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign ten (10) trademarks or service marks to Grantee.
3. Trademark Security Agreement dated October 16, 1991 naming Cinemark Properties, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign ten (10) trademarks or service marks to Grantee.

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REEL 0827 FRAME 077
TRADE-MARK

Buchalter, Nemer, Fields & Younger

November 1, 1991
Page 2

4. Trademark Security Agreement dated October 16, 1991 naming Cinemark Corporation, as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign five (5) trademarks or service marks to Grantee.
5. Trademark Security Agreement dated October 16, 1991 naming Missouri City Central 6, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign six (6) trademarks or service marks to Grantee.

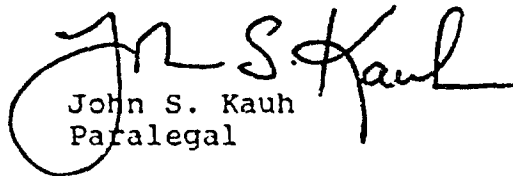
Please record the enclosed instruments in the appropriate records of the United States Patent and Trademark Office. When recording the enclosed instruments, the Assignment, which will assign the trademarks identified on Exhibit A attached to this letter (item number 1 above) must be recorded first then the individual trademark security agreements can be recorded (items 2-5).

I enclose a stamped, self-addressed post card. Please deposit this post card in the U.S. Mail to indicate that you have received this letter and that the documents have been recorded.

Finally, I am enclosing a check in the amount of \$320.00 made payable to the U.S. Patent and Trademark Office for payment of the recording fees.

If you have any questions regarding this letter please do not hesitate to contact me.

Very truly yours,


John S. Kauh
Paralegal

Enclosures

TRADE-MARK

REEL 0827 FRAME 78

TRADEMARK
REEL: 1823 FRAME: 0911

EXECUTION ORIGINAL

ASSIGNMENT OF AND AMENDMENT TO AMENDED AND RESTATED TRADEMARK/TRADE NAME SECURITY AGREEMENT AND ASSIGNMENT OF SECURITY INTEREST

This Assignment of and Amendment to Amended and Restated Trademark/Trade Name Security Agreement and Assignment of Security Interest ("Assignment") is made as of October 17, 1991, among BANKERS TRUST COMPANY, individually and as agent for certain banks as their interests may appear, as assignor ("Assignor"), CINEMARK USA, INC., a Texas corporation, as borrower ("Borrower"), and BARCLAYS BANK PLC, as Agent for its own benefit and for the ratable benefit of Banks, as assignee ("Assignee").

Preliminary Statement

A. Borrower did execute for the benefit of Assignor that certain Amended and Restated Trademark/Trade Name Security Agreement and Assignment of Security Interest dated as of October 26, 1989, made by Borrower in favor of Assignor and filed with the United States Patent and Trademark Office on November 27, 1989 in Reel 0681, Frame 145 (the "Original Security Agreement").

B. Assignor desires to assign, without recourse, representation or warranty of any kind, express or implied, all of its rights, title and interest in, to and under the Original Security Agreement and all indebtedness secured thereby to Assignee.

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TRADE-MARK

REEL 0827 FRANKO 79

TRADEMARK
REEL: 1823 FRAME: 0912

NOW, THEREFORE, by their respective execution of this Assignment, in consideration of Assignee extending future financial accommodations to Borrower, in consideration of sums paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Borrower and Assignee agree as follows, all effective as of October 16, 1991. Capitalized terms used herein and not otherwise defined herein or in the Original Security Agreement shall have the meaning set forth in the Amended and Restated Credit Agreement, dated as of October 7, 1991 by and between Borrower and Agent and Banks (the "Credit Agreement") which terms are hereby incorporated herein by this reference.

Paragraph 1: Assignment of Security Agreement. Assignor hereby assigns, transfers, delivers and conveys unto Assignee, without recourse, representation or warranty of any kind, express or implied, all of Assignor's rights, title and interest in, to and under the Original Security Agreement and all indebtedness and obligations secured thereby, and Assignee hereby accepts such assignment. As a result of such assignment, each reference in the Original Security Agreement (i) to "Bankers Trust Company" or "BTCo" shall be deemed to refer to Assignee as "Secured Party", (ii) "Borrower" shall be deemed to refer to Borrower as "Grantor", (iii) to "Cinemark Loans" or "Cinemark Obligations" shall be deemed to refer to any and all Secured Obligations owing

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REEL 0827 FRAME 80

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by Borrower to Agent or the Banks under the Borrower Security Agreement, (iv) to "Swap Obligations" shall be deemed to refer to the obligations under the Required Hedging Facility, and (v) to "Security Agreement" or "Cinemark Security Agreement" shall be deemed to refer to the Borrower Security Agreement.

Paragraph 2: Amendment of Security Agreement. Upon the assignment described in Paragraph 1, Assignee and Borrower agree that the Original Security Agreement shall be amended as follows:

Subparagraph 2.1: The second sentence of the first full paragraph on page 2 of the Security Agreement is hereby deleted in its entirety and replaced with the following:

"The Trademark Rights shall serve as collateral security for the Secured Obligations (as defined in the Borrower Security Agreement)."

Subparagraph 2.2: The Security Agreement is hereby amended by adding the following new provision:

"THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND THE VALIDITY, CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO, SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. IN CHOOSING NEW YORK LAW, THE PARTIES HERETO SPECIFICALLY INTEND TO AVOID THE APPLICATION OF ANY OTHER STATE'S LAWS CONCERNING, INTER ALIA, THE AVAILABILITY OF A DEFICIENCY JUDGMENT BEFORE, DURING OR AFTER JUDICIAL OR NONJUDICIAL FORECLOSURES OF ANY OR ALL OF THE COLLATERAL AND TO AVOID ANY SUCH OTHER STATE'S REQUIREMENTS THAT RESORT MUST BE HAD BY SECURED PARTY FIRST TO ALL OR ANY PART OF THE COLLATERAL (AS THAT TERM IS

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DEFINED IN THE CREDIT AGREEMENT) PRIOR TO PURSUING OTHER ASSETS OF ANY CREDIT PARTY (AS DEFINED IN THE CREDIT AGREEMENT) OR OBTAINING A PERSONAL JUDGMENT AGAINST GRANTOR, OR ANY OTHER CREDIT PARTY FOR ALL OR ANY PART OF THE SECURED OBLIGATIONS (AS THAT TERM IS DEFINED IN THE BORROWER SECURITY AGREEMENT), AND/OR ANY REQUIREMENT THAT ONLY "ONE ACTION" MAY BE HAD BY SECURED PARTY IN ENFORCING SOME OR ALL OF SECURED PARTY'S RIGHTS HEREUNDER AND/OR UNDER ANY OTHER CREDIT DOCUMENT (AS DEFINED IN THE CREDIT AGREEMENT). SPECIFICALLY, GRANTOR ACKNOWLEDGES, UNDERSTANDS, AND WAIVES THE BENEFITS OF ANY AND ALL SUCH OTHER STATE'S LAWS, OR CHOICE OF LAW RULES OF SUCH OTHER STATE, WHICH WOULD OTHERWISE DETRACT FROM THE ELECTION OF NEW YORK LAW HEREUNDER, INCLUDING WITHOUT LIMITATION SPECIFICALLY ACKNOWLEDGING AND WAIVING ANY BENEFIT OR PROTECTION THAT MIGHT OTHERWISE HAVE ARISEN UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 580a, 580d AND/OR 726, OR ANY CLAIM THAT ANY SIMILAR LAWS OF A STATE OTHER THAN NEW YORK SHALL GOVERN THE SUBSTANTIVE OR PROCEDURAL RIGHTS OF SECURED PARTY AS REGARDS THE OBLIGATIONS AND/OR THE COLLATERAL. TO THIS END, GRANTOR REPRESENTS, WARRANTS AND ACKNOWLEDGES THAT SUFFICIENT CONTACTS EXIST BETWEEN GRANTOR AND THE STATE OF NEW YORK TO JUSTIFY AND RENDER REASONABLE THE NEW YORK CHOICE OF LAW PROVISION HEREIN, THAT THE CHOICE OF LAW PROVISION HAS BEEN EXPRESSLY NEGOTIATED AND ANALYZED BY THE PARTIES, AND THAT GRANTOR KNOWINGLY ACCEPTS THE CONSEQUENCES OF THE CHOICE OF NEW YORK LAW TO GOVERN THIS AGREEMENT, THE OTHER CREDIT DOCUMENTS AND THE OBLIGATIONS AND COLLATERAL."

TRADE-MARK

REEL 0827 FRAME 082

Paragraph 3: General Provisions.

Subparagraph 3.1: Except as herein expressly modified, Borrower acknowledges and agrees with the Assignee that all of the terms, covenants, and conditions contained in the Original Security Agreement are, and shall remain, in full force and effect, and by its execution of this Assignment, Borrower

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ratifies, remakes, confirms and reaffirms each and every term and condition, agreement, covenant, warranty and representation of the Original Security Agreement, as amended hereby, except as to (i) matters which have been disclosed in writing by Borrower to Assignee prior to the Closing Date, or (ii) matters which in the aggregate could not reasonably be expected to result in a Material Adverse Change, or the ability of any Credit Party to perform, in any material respect, its obligations under the Credit Agreement.

Subparagraph 3.2: This Assignment shall bind and inure to the benefit of the respective successors and assigns of Borrower, Assignor and Assignee, including, without limitation, each bank, lending institution and other party which may become a "Bank" for purposes of the Credit Agreement.

Subparagraph 3.3: Nothing contained in the Original Security Agreement, as amended hereby, shall alter, modify or amend the Credit Agreement or the Borrower Security Agreement, and in the event of a conflict between the terms and conditions of the Original Security Agreement, as amended hereby, and the

TRADE-MARK

REEL 0827 FRAME 83

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Credit Documents, then the terms and conditions of the Credit Documents shall control.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their authorized signatories as of the day and year first above written.

"BORROWER"

CINEMARK USA, INC.,
a Texas corporation

By Margaret E. Richard
Title: Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 16th day of October, in the year 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Margaret E. Richard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President on behalf of Cinemark USA, Inc., one of the corporations herein named, and acknowledged to me that the corporation executed it.

Signature Marie Elena Russo
Notary Public in and for said County and State

NOTARY SEAL OR STAMP MARIE E. RUSSO

MARIE ELENA RUSSO
Notary Public, State of New York
No. 31-4727373
Qualified in New York County
Commission Expires July 31, 1992

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TRADE-MARK

REF 0827 FRAMED 84

"ASSIGNOR"

BANKERS TRUST COMPANY,
Individually and as agent for certain
banks as their interests may appear

By William W. Archer

Title: Managing Director

STATE OF NEW YORK
COUNTY OF NEW YORK

}
} ss.

On this 17th day of October, in the year
1991, before me, the undersigned, a Notary Public in and
for said County and State, personally appeared
William W. Archer, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
person who executed the within instrument as
Managing Director on behalf of Bankers Trust
Company, one of the corporations herein named, and acknowledged
to me that the corporation executed it.

Signature Marie Elena Russo
Notary Public in and for said County and State

NOTARY SEAL OR STAMP MARIE ELENA RUSSO

MARIE ELENA RUSSO
Notary Public, State of New York
No. 31-4727373
Qualified in New York County
Commission Expires July 31, 1992

TRADE-MARK

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"ASSIGNEE"

BARCLAYS BANK PLC,
As Agent for its own benefit and for the
ratable benefit of Banks

By Andrew Wynne

Title: DIRECTOR

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 16TH day of October, in the year
1991, before me, the undersigned, a Notary Public in and
for said County and State, personally appeared
Andrew Wynne, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
person who executed the within instrument as
Director on behalf of Barclays Bank,
PLC, one of the corporations herein named, and acknowledged to me
that the corporation executed it.

TRADE-MARK

REEL 0827 FRAME 86

Signature Marie Elena Russo
Notary Public in and for said County and State

NOTARY SEAL OR STAMP MARIE ELENA RUSSO

MARIE ELENA RUSSO
Notary Public, State of New York
No. 31-472373
Qualified in New York County
Commission Expires July 31, 1992

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Exhibit A

Trademarks/Trade Names
Assigned to Barclays Bank PLC, as Agent
per Assignment from Bankers Trust Company,
Individually and as Agent

<u>Registration Number</u>	<u>Trademark/Trade Name</u>
0931560	Cinemark
1598964	Cinemark Theatres
1560196	Movies 10
1551346	Cinemark logo (Misc. Design)
1560195	Movies 5
1558480	Front Row Joe character (Design)
1540958	Front Row Joe
1560194	Movies 6
1560193	Movies 8

TRADE-MARK

REEL 0927 FRAME 87

RECORDED
PATENT AND TRADEMARK
OFFICE

NOV - 1 1991



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D

Duchalter, Nemer, Fields & Younger

(A PROFESSIONAL CORPORATION IN CALIFORNIA/A PARTNERSHIP IN NEW YORK)

MARY NEMER
EVILLE J. YOUNGER (1919-1989)

29TH FLOOR
333 MARKET STREET

FAX
(415) 227-0770

SAN FRANCISCO, CALIFORNIA 94105-2130
TELEPHONE (415) 227-0900

OUR FILE NUMBER

LOS ANGELES • CENTURY CITY • SAN JOSE
NEWPORT BEACH • NEW YORK

November 1, 1991

RECEIVED
91 NOV 16 AM 9:53
ASSIGNMENT UNIT

Sent Via Express Mail

Hon. Commissioner of Patents and Trademarks
United States Patent and Trademark Office
Box Assignments
2011 Jefferson Davis Highway
Arlington, VA 22202

RE: Cinemark USA, Inc.
Cinemark Properties, Inc.
Cinemark Corporation
Missouri City Central 6, Inc.
Barclays Bank PLC, as Agent

REEL 0827 FRAME 124

TRADE-MARK

To Whom It May Concern:

I enclose herewith the following original documents:

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2. Trademark Security Agreement dated October 16, 1991 naming Cinemark USA, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign ten (10) trademarks or service marks to Grantee.
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REEL: 1823 FRAME: 0921

November 1, 1991

Page 2

4. Trademark Security Agreement dated October 16, 1991 naming Cinemark Corporation, as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign five (5) trademarks or service marks to Grantee.
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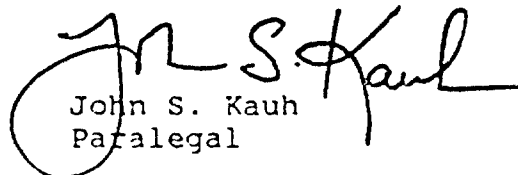
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I enclose a stamped, self-addressed post card. Please deposit this post card in the U.S. Mail to indicate that you have received this letter and that the documents have been recorded.

Finally, I am enclosing a check in the amount of \$320.00 made payable to the U.S. Patent and Trademark Office for payment of the recording fees.

If you have any questions regarding this letter please do not hesitate to contact me.

Very truly yours,


John S. Kauh
Paralegal

Enclosures

TRADE-MARK

REEL 0827 FRAME 125

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)

CINEMARK USA, INC., a Texas corporation (the "Grantor"), owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 2 annexed hereto;

Grantor, certain Banks and Barclays Bank PLC as Agent for such Banks are parties to an Amended and Restated Credit Agreement, dated as of October 7, 1991 (as the same may be amended from time to time, the "Credit Agreement");

Pursuant to the terms of the Borrower Security Agreement, dated as of even date herewith, a copy of which is attached hereto as Exhibit "A" (as the same may be amended from time to time, the "Security Agreement"), between the Grantor and Barclays Bank PLC, as Agent for its own benefit and for the ratable benefit of Banks (in such capacity, together with its successors in such capacity, the "Grantee"), the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title, and interest of the Grantor in, to and under all the Grantor's Trademarks and Trademark Licenses, together with any reissues, extensions, or renewals thereof, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant upon the occurrence of certain events described herein, to Grantee a continuing security interest in all of the Grantor's right, title, and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration, and Trademark application, including each Trademark, Trademark registration, and Trademark application referred to on Schedule 1 annexed hereto, and all of

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TRADE-MARK

REEL 0827 FRAME 126

the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration, and Trademark application;

(ii) each Trademark License, including each Trademark License listed opposite the Grantor's name on Schedule 2 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licenses; and

(iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark or Trademark registration including any Trademark or Trademark registration referred to opposite the Grantor's name on Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 2 annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration, or Trademark licensed under any Trademark License.

These security interests are granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement is intended to secure the Secured Obligations on the terms and conditions stated herein.

TRADE-MARK

REEL 0827 FRAME 127

All capitalized terms herein shall have the meaning ascribed thereto in the Security Agreement, unless specifically defined herein.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its authorized thereunto duly authorized as of the 16th day of October, 1991.

GRANTOR

CINEMARK USA, INC.
a Texas corporation

By Margaret E. Richards
Title: Vice President

GRANTEE

Acknowledged and Agreed to:

Dated as of October 16, 1991.

BARCLAYS BANK PLC,
as Agent for its own benefit and
for the ratable benefit of Banks

By Andrew W. Wynn
Title: DIRECTOR

TRADE-MARK

REEL 0827 FRAME 128

SCHEDULE 1 TO
 TRADEMARK SECURITY AGREEMENT
 TRADEMARKS
 OWNED BY
 CINEMARK USA, INC.

I. Registered Trademarks

<u>Trademark/Service mark</u>	<u>Serial No.</u>	<u>Date Filed</u>
Front Row Joe	1540958	1988/09/22
Front Row Joe character	1558480	1988/09/22
Movies 5	1560195	1988/09/22
Movies 6	1560194	1988/09/22
Movies 8	1560193	1988/09/22
Movies 10	1560196	1988/09/22
Cinemark logo	1551346	1988/09/22
Cinemark Theatres	1598964	1989/06/27
Cinemark	Filing Receipt for Trademark Application not yet received-- Serial Number 73/824295	

TRADE-MARK

REEL 0827 FRAME 129

REGISTERED SERVICEMARK:

<u>Service Mark</u>	<u>Registration #</u>	<u>Date Registered</u>
Cinemark	931,560	March 28, 1972

II. Cinemark USA, Inc. may have common law trademark rights in and to the following trade names:

<u>No.</u>	<u>City, State</u>	<u>Trade Name</u>
02	Hemet, California	Holiday Cinemas III
03	Palmdale, California	Movies 8/Palmdale 8
04	Victorville, California	The Movies
05	White City, Oregon	White City 6
06	Lancaster, California	Movies 1-4
07	Kingman, Arizona	Movies Seven
08	Lancaster, California	Movies 5-7
10	Yuba City, California	Yuba City 8
12	Redding, California	Movies 8
13	Medford, Oregon	Medford 4
14	Albuquerque, NM	Movies 8
15	Hanford, California	The Movies
16	Lancaster, California	Movies West
17	Park City, Utah	Holiday Village Cinema
19	Woodland, California	County Fair Movies 5
20	Northglenn, Colorado	Northglenn 4
22	Ogden, Utah	Newgate 4
23	West Valley City, Utah	Valley Fair 9
24	Layton Hills, Utah	Layton Hills 6
25	Lexington, Kentucky	Movies 8
26	Lancaster, California	Movies 12
27	Tallahassee, Florida	Movies 8

TRADE-MARK

REEL 0827 FRAME 130

<u>No.</u>	<u>City, State</u>	<u>Trade Name</u>
29	Tulsa, Oklahoma	Tulsa Movies 8
30	Indianapolis, Indiana	Movies 8
31	San Antonio, Texas	Dollar Movies 12
32	Livonia, Michigan	Terrace Cinema 4
33	Texarkana, Texas	Texarkana 8
34	Hemet, California	Movies 8
35	Lancaster, California	Lancaster 8
36	N. Little Rock, Arkansas	Movies 10
37	Wilmington, Delaware	Movies 10
40	Conway, Arkansas	Cinema 6
41	Sand Springs, Oklahoma	Sand Springs 8
42	Broken Arrow, Oklahoma	Broken Arrow 8
44	Ada, Oklahoma	North Hills 6
45	Rosenberg, Texas	Rosenberg 8
46	Southfield, Michigan	Tel-Ex 4
47	Arlington, Texas	Arlington Cinema 4
50	Fort Worth, Texas	Wedgewood 4
51	Fort Worth, Texas	Ridglea III
52	Mankato, Minnesota	Movies 8
53	Ontario, Ohio	Richland Cinema III
54	Salt Lake City, Utah	Sugarhouse Movies 7
55	Rockwall, Texas	Rockwall 3
58	Roundrock, Texas	Roundrock 8
59	Plainview, Texas	Towne Centre 8

TRADE-MARK

REEL 0827 FRAME 131

<u>No.</u>	<u>City, State</u>	<u>Trade Name</u>
60	Lewisville, Texas	Movies 12
61	Sandy, Utah	Movies 9
62	Monroe, Louisiana	Cinema 10
63	Monroe, Louisiana	Cinema III
65	Mesquite, Texas	Big Town Cinema 9
68	Bay City, Texas	Bay Cinema 4
70	Pasadena, Texas	Southmore 6
72	Houston, Texas	NW Village Cinema 6
80	Houston, Texas	Windchimes 8
81	Katy, Texas	Mason Park 8
84	Mobile, Alabama	Movies 10
86	Sherman, Texas	Midway Movies 5
88	Corpus Christi, Texas	Dollar Cinemas
89	Provo, Utah	Movies 8/Provo 8
90	Paris, Texas	Paris Cinema I & II
91	Medford, Oregon	Movies 5
92	Knoxville, Tennessee	Movies 7
94	Cleburne, Texas	Cleburne 6
96	Corsicana, Texas	Cinema IV
97	Willoughby Hills, Ohio	Loehman's Plaza Movies 10
98	Stephenville, Texas	Cinema 6
100	Harlingen, Texas	Movies 10
101	Brownsville, Texas	Sunrise III
102	Brownsville, Texas	NorthPark Plaza 3

TRADE-MARK

REEL 0827 FRAME 132

<u>No.</u>	<u>City, State</u>	<u>Trade Name</u>
105	Harlingen, Texas	Cinema Triple
106	Harlingen, Texas	Valle Vista 3
107	McAllen, Texas	Cinema Twin
108	Pharr, Texas	Movies 8
110	Kingsville, Texas	Cinema I & II
111	Del Rio, Texas	Cinema 1-3
113	Lynchburg, Virginia	Movies 10
114	McAllen, Texas	Movies 6/Main Place 6
115	Pflugerville, Texas	Movies 12
116	Springfield, Oregon	Gateway Movies 12
117	Mechanicsville, Virginia	Movies 10
118	North Richland Hills, Texas	Movies 8
119	Layton, Utah	Movies 10
120	Austin, Texas	Dollar Cinema 8
121	Fayetteville, Georgia	Movies 10
122	Lexington, Kentucky	Movies 8
123	Danville, California	Movies 7
124	Tupelo, Missouri	Movies 8
125	Chino, California	Movies 8
128	Omaha, Nebraska	Movies 8
129	Warren, Michigan	Movies 16
130	Victoria, Texas	Cinema Six
131	Victoria, Texas	Playhouse 4
132	Victoria, Texas	Cinema IV

TRADE-MARK

REEL 0827 FRAME 133

<u>No.</u>	<u>City, State</u>	<u>Trade Name</u>
133	Cathedral City, California	Movies 10
134	Hilliard, Ohio	Movies 12
135	Clarksville, Indiana	Greentree 4
141	Louisville (St. Matthews), KY	Village 8
142	Paducah, Kentucky	Kentucky Oaks 10
143	Maysville, Kentucky	Maysville Cinema 4
144	Danville, Kentucky	Cinema 4
145	Corbin, Kentucky	Corbin Cinema 4
146	Middlesboro, Kentucky	Middlesboro Cinema 4
147	Harlan (Grays Knol), Kentucky	Harlan Cinema 4
148	Clarksville, Indiana	Greentree 10
150	Tell City, Indiana	Tell City Twin
151	Zanesville, Ohio	Colony Square Cinema 10
152	Salisbury, North Carolina	Salisbury Mall Cinema 6
154	Asheboro, North Carolina	Randolph Cinema 5
155	Dublin, Georgia	Westgate Cinema 4
156	Oliver Springs, Tennessee	Tri-County Cinema 3
157	LaFollette, TN	Movies 2
158	Oneida, Tennessee	Oneida Cinema 8
159	Mansfield (Ontaric), Ohio	Springfield Square Cinema 10
160	Greensboro, North Carolina	Cinema 10
161	Richmond, Kentucky	Movies 8
162	Ashland, Kentucky	Movies 10

TRADE-MARK

REEL 0827 FRAME 134

<u>No.</u>	<u>City, State</u>	<u>Trade Name</u>
163	Piqua, Ohio	Miami Valley Cinema 6
164	Bowling Green, Ohio	Woodland Mall Cinema 5
165	Alliance, Ohio	Cinema 5
171	Joliet, Illinois	Joliet Movies 8
172	Columbus, Ohio	Movies 12
173	Chesapeake, VA	Movies 10
174	Sandusky, Ohio	Movies 10
175	Texas City, Texas	Movies 12

REEL 0827 FRAME 135
TRADE-MARK

SCHEDULE 2 TO
TRADEMARK SECURITIES AGREEMENT
TRADEMARK LICENSES

REEL 0827 FRAME 136
TRADE-MARK

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 16th day of October, in the year 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Margaret E. Richards, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Vice-President of CINEMARK USA, INC., a Texas corporation, one of the entities described in and which executed the within instrument, and acknowledged to me that such corporation executed the within instrument.

WITNESS my hand and official seal.

Signature: Marie Elena Russo
MARIE ELENA RUSSO

MARIE ELENA RUSSO
Notary Public, State of New York
No. 31-4727373
Qualified In New York County
Commission Expires July 31, 1992

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 16th day of October, in the year 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew Wynn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Director of BARCLAYS BANK PLC, one of the entities described in and which executed the within instrument, and acknowledged to me that such corporation executed the within instrument.

WITNESS my hand and official seal.

Signature: Marie Elena Russo
MARIE ELENA RUSSO

MARIE ELENA RUSSO
Notary Public, State of New York
No. 31-4727373
Qualified In New York County
Commission Expires July 31, 1992

RECORDED
PATENT AND TRADEMARK
OFFICE

NOV - 1 1991

TRADE-MARK

REEL 0827 FRAME 137



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Buchalter, Nemer, Fields & Younger

(A PROFESSIONAL CORPORATION IN CALIFORNIA/A PARTNERSHIP IN NEW YORK)
29TH FLOOR
333 MARKET STREET

SAN FRANCISCO, CALIFORNIA 94105-2130
TELEPHONE (415) 227-0900

JERRY NEMER
EVELLE J. YOUNGER (1918-1989)

FAX
(415) 227-0770

LOS ANGELES • CENTURY CITY • SAN JOSE
NEWPORT BEACH • NEW YORK

OUR FILE NUMBER

November 1, 1991

Sent Via Express Mail

Hon. Commissioner of Patents and Trademarks
United States Patent and Trademark Office
Box Assignments
2011 Jefferson Davis Highway
Arlington, VA 22202

RE: Cinemark USA, Inc.
Cinemark Properties, Inc.
Cinemark Corporation
Missouri City Central 6, Inc.
Barclays Bank PLC, as Agent

To Whom It May Concern:

I enclose herewith the following original documents:

1. Assignment of and Amendment to Amended and Restated Trademark/Trade Name Security Agreement and Assignment of Security Interest ("Assignment") dated October 17, 1991, among Bankers Trust Company, individually and as agent for certain banks ("Assignor"), Cinemark USA, Inc., as borrower ("Borrower"), and Barclays Bank PLC, as Agent ("Assignee"). Assignor will assign nine (9) trademarks or service marks to Assignee.
2. Trademark Security Agreement dated October 16, 1991 naming Cinemark USA, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign ten (10) trademarks or service marks to Grantee.
3. Trademark Security Agreement dated October 16, 1991 naming Cinemark Properties, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign ten (10) trademarks or service marks to Grantee.

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ASSIGNMENT UNIT

TRADE-MARK

REFL 0827 FRAME 138



REFL 1625 FRAME: 0935

Buchalter, Nemer, Fields & Younger

November 1, 1991
Page 2

4. Trademark Security Agreement dated October 16, 1991 naming Cinemark Corporation, as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign five (5) trademarks or service marks to Grantee.
5. Trademark Security Agreement dated October 16, 1991 naming Missouri City Central 6, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign six (6) trademarks or service marks to Grantee.

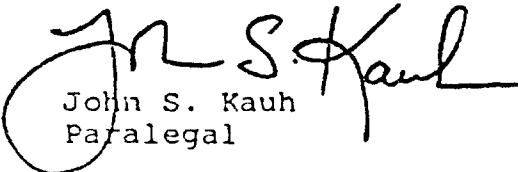
Please record the enclosed instruments in the appropriate records of the United States Patent and Trademark Office. When recording the enclosed instruments, the Assignment, which will assign the trademarks identified on Exhibit A attached to this letter (item number 1 above) must be recorded first then the individual trademark security agreements can be recorded (items 2-5).

I enclose a stamped, self-addressed post card. Please deposit this post card in the U.S. Mail to indicate that you have received this letter and that the documents have been recorded.

Finally, I am enclosing a check in the amount of \$320.00 made payable to the U.S. Patent and Trademark Office for payment of the recording fees.

If you have any questions regarding this letter please do not hesitate to contact me.

Very truly yours,


John S. Kauh
Paralegal

Enclosures

TRADE-MARK

REEL 0827 FRAME 139

TRADEMARK
REEL: 1823 FRAME: 0936

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Cinemark Properties, Inc., a Texas corporation (the "Grantor"), owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 2 annexed hereto;

Cinemark U.S.A., Inc., a Texas corporation, certain Banks and Barclays Bank PLC as Agent for such Banks are parties to an Amended and Restated Credit Agreement, dated as of October 7, 1991 (as the same may be amended from time to time, the "Credit Agreement");

Pursuant to the terms of the subsidiary Security Agreement, dated as of even date herewith, a copy of which is attached hereto as Exhibit "A" (as the same may be amended from time to time, the "Security Agreement"), between the Grantor and certain other parties which are signatories thereto as grantor and Barclays Bank PLC, as Agent for its own benefit and for the ratable benefit of Banks (in such capacity, together with its successors in such capacity, the "Grantee"), the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title, and interest of the Grantor in, to and under all the Grantor's Trademarks and Trademark Licenses, together with any reissues, extensions, or renewals thereof, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Secured Obligations;

TRADE-MARK

REEL 0827 FRAME 140

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant upon the occurrence of certain events described herein, to Grantee a continuing security interest in all of the Grantor's right, title, and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration, and Trademark application, including each Trademark,

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Trademark registration, and Trademark application referred to on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration, and Trademark application;

(ii) each Trademark License, including each Trademark License listed opposite the Grantor's name on Schedule 2 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licenses; and

(iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark or Trademark registration including any Trademark or Trademark registration referred to opposite the Grantor's name in Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 2 annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration, or Trademark licensed under any Trademark License.

These security interests are granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement is intended to secure the Secured Obligations on the terms and conditions stated herein.

TRADE-MARK

REEL 0827 FRAME 141

All capitalized terms herein shall have the meaning ascribed thereto in the Security Agreement, unless specifically defined herein.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized signatory as of the 16th day of October, 1991.

GRANTOR

CINEMARK PROPERTIES, INC.
a Texas corporation

By Margaret E. Richard
Title: J. V. Pres.

GRANTEE

Acknowledged and Agreed to:

Dated as of October 16, 1991.

BARCLAYS BANK PLC,
as Agent for its own benefit and
for the ratable benefit of Banks

By Andrew May
Title: DIRECTOR

TRADE-MARK

REEL 0827 FRAME 142

SCHEDULE 1 TO
 TRADEMARK SECURITY AGREEMENT
 TRADEMARKS
 OWNED OR USED BY
 CINEMARK PROPERTIES, INC.

Cinemark Properties, Inc. has the right to use the following trademarks and servicemarks of Cinemark USA, Inc.:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date Filed</u>
Front Row Joe	1540958	1988/09/22
Front Row Joe Character	1558480	1988/09/22
Cinemark Logo	1551346	1988/09/22
Cinemark Theatres	1598964	1989/06/27
Movies 5	1560195	1988/09/22
Movies 6	1560194	1988/09/22
Movies 8	1560193	1988/09/22
Movies 10	1560196	1988/09/22
Cinemark	Filing Receipt for Trademark Application not yet received - Serial Number 73/824295	

<u>Servicemark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Cinemark	931,560	03/28/72

TRADE-MARK

REEL 0827 FRAME 143

Cinemark Properties, Inc. may have common law trademark or service mark rights in and to the following trade names:

<u>Theater</u>	<u>Name</u>	<u>City, State</u>
18	Brownsville Movies 10	Brownsville, TX
28	Movies 8	Indianapolis, IN
69	Lubbock Movies 12	Lubbock, TX
93	McAllen Movies 10	McAllen, TX

SCHEDULE 2 TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK LICENSES
OWNED BY
CINEMARK PROPERTIES, INC.

NONE

TRADE-MARK

REEL 0827 FRAME 144

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TRADEMARK

REEL: 1823 FRAME: 0941

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 16th day of October, in the year 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Margaret E. Richards personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Vice President of CINEMARK PROPERTIES, INC., a Texas corporation, one of the entities described in and which executed the within instrument, and acknowledged to me that such corporation executed the within instrument.

WITNESS my hand and official seal.

Signature: Marie Elena Russo
MARIE ELENA RUSSO

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 16th day of October, in the year 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew Wyman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Director of BARCLAYS BANK PLC, one of the entities described in and which executed the within instrument, and acknowledged to me that such corporation executed the within instrument.

WITNESS my hand and official seal.

Signature: Marie Elena Russo
MARIE ELENA RUSSO.

MARIE ELENA RUSSO
Notary Public, State of New York
No. 31-4727373
Qualified in New York County
Commission Expires July 31, 1992

RECORDED
PATENT AND TRADEMARK
OFFICE

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REEL 0827 FRAME 145
TRADE-MARK



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Buchalter, Nemer, Fields & Younger

(A PROFESSIONAL CORPORATION IN CALIFORNIA/A PARTNERSHIP IN NEW YORK)

29TH FLOOR

333 MARKET STREET

SAN FRANCISCO, CALIFORNIA 94105-2130

TELEPHONE (415) 227-0900

FAX
(415) 227-0770

JERRY NEMER
EVELLE J. YOUNGER (1918-1989)

LOS ANGELES • CENTURY CITY • SAN JOSE
NEWPORT BEACH • NEW YORK

OUR FILE NUMBER

November 1, 1991

Sent Via Express Mail

Hon. Commissioner of Patents and Trademarks
United States Patent and Trademark Office
Box Assignments
2011 Jefferson Davis Highway
Arlington, VA 22202

RE: Cinemark USA, Inc.
Cinemark Properties, Inc.
Cinemark Corporation
Missouri City Central 6, Inc.
Barclays Bank PLC, as Agent

To Whom It May Concern:

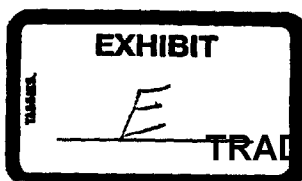
I enclose herewith the following original documents:

1. Assignment of and Amendment to Amended and Restated Trademark/Trade Name Security Agreement and Assignment of Security Interest ("Assignment") dated October 17, 1991, among Bankers Trust Company, individually and as agent for certain banks ("Assignor"), Cinemark USA, Inc., as borrower ("Borrower"), and Barclays Bank PLC, as Agent ("Assignee"). Assignor will assign nine (9) trademarks or service marks to Assignee.
2. Trademark Security Agreement dated October 16, 1991 naming Cinemark USA, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign ten (10) trademarks or service marks to Grantee.
3. Trademark Security Agreement dated October 16, 1991 naming Cinemark Properties, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign ten (10) trademarks or service marks to Grantee.

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ASSIGNMENT SECTION

TRADE-MARK

REEL 0827 FRAME 146



Buchalter, Nemer, Fields & Younger

November 1, 1991
Page 2

4. Trademark Security Agreement dated October 16, 1991 naming Cinemark Corporation, as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign five (5) trademarks or service marks to Grantee.
5. Trademark Security Agreement dated October 16, 1991 naming Missouri City Central 6, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign six (6) trademarks or service marks to Grantee.

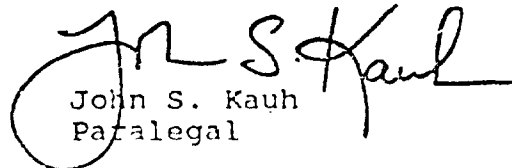
Please record the enclosed instruments in the appropriate records of the United States Patent and Trademark Office. When recording the enclosed instruments, the Assignment, which will assign the trademarks identified on Exhibit A attached to this letter (item number 1 above) must be recorded first then the individual trademark security agreements can be recorded (items 2-5).

I enclose a stamped, self-addressed post card. Please deposit this post card in the U.S. Mail to indicate that you have received this letter and that the documents have been recorded.

Finally, I am enclosing a check in the amount of \$320.00 made payable to the U.S. Patent and Trademark Office for payment of the recording fees.

If you have any questions regarding this letter please do not hesitate to contact me.

Very truly yours,


John S. Kauh
Paralegal

Enclosures

TRADE-MARK

REEL 0827 FRAME 147

TRADEMARK
REEL: 1823 FRAME: 0944

EXECUTION ORIGINAL

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)

Cinemark Corporation, a Texas corporation (the "Grantor"), owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 2 annexed hereto;

Cinemark U.S.A., Inc., a Texas corporation, certain Banks and Barclays Bank PLC as Agent for such Banks are parties to an Amended and Restated Credit Agreement, dated as of October 7, 1991 (as the same may be amended from time to time, the "Credit Agreement");

Pursuant to the terms of the subsidiary Security Agreement, dated as of even date herewith, a copy of which is attached hereto as Exhibit "A" (as the same may be amended from time to time, the "Security Agreement"), between the Grantor and certain other parties which are signatories thereto as grantor and Barclays Bank PLC, as Agent for its own benefit and for the ratable benefit of Banks (in such capacity, together with its successors in such capacity, the "Grantee"), the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title, and interest of the Grantor in, to and under all the Grantor's Trademarks and Trademark Licenses, together with any reissues, extensions, or renewals thereof, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant upon the occurrence of certain events described herein, to Grantee a continuing security interest in all of the Grantor's right, title, and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration, and Trademark application, including each Trademark,

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TRADE-MARK

REEL 0827 FRAME 148

TRADEMARK
REEL: 1823 FRAME: 0945

Trademark registration, and Trademark application referred to on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration, and Trademark application;

(ii) each Trademark License, including each Trademark License listed opposite the Grantor's name on Schedule 2 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licenses; and

(iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark or Trademark registration including any Trademark or Trademark registration referred to opposite the Grantor's name in Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 2 annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration, or Trademark licensed under any Trademark License.

These security interests are granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement is intended to secure the Secured Obligations on the terms and conditions stated herein.

TRADE-MARK

REEL 0827 FRAME 149

All capitalized terms herein shall have the meaning ascribed thereto in the Security Agreement, unless specifically defined herein.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized signatory as of the 16th day of October, 1991.

GRANTOR

CINEMARK CORPORATION
a Texas corporation

By Margaret Richards
Title: V. Pres.

GRANTEE

Acknowledged and Agreed to:

Dated as of October 16, 1991.

BARCLAYS BANK PLC,
as Agent for its own benefit and
for the ratable benefit of Banks

By Andrew Waj
Title: DIRECTOR

TRADE-MARK

REEL 0827 FRAME 150

SCHEDULE 1 TO
 TRADEMARK SECURITY AGREEMENT
 TRADEMARKS
 OWNED OR USED BY
 CINEMARK CORPORATION

Cinemark USA, Inc. licenses the following trademarks to Cinemark Corporation:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date Filed</u>
Front Row Joe	1540958	1988/09/22
Front Row Joe Character	1558480	1988/09/22
Cinemark Logo	1551346	1988/09/22
Cinemark Theatres	1598964	1988/06/27
Cinemark	Filing Receipt for Trademark Application not yet received - Serial Number 73/824295	

Cinemark Corporation may have common law trademark rights in and to the following trade names:

<u>Theater</u>	<u>Name</u>	<u>City, State</u>
64	Dollar Cinema 7	Sherman, TX
74	Bear Creek 6	Houston, TX
75	Pine Hollow 6	Conroe, TX
82	Eastway 4	Houston, TX
85	Movies 4	Big Spring, TX
103	Amigoland 1 & 2	Brownsville, TX
104	Commerce Twin	Harlingen, TX
109	Palm Plaza 2	Weslaco, TX

TRADE-MARK

REEL 0827 FRAME 151

SCHEDULE 2 TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK LICENSES
OWNED BY
CINEMARK CORPORATION

NONE

TRADE-MARK

REEL 0827 FRAME 152



QC #4

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D

Buchalter, Nemer, Fields & Younger

(A PROFESSIONAL CORPORATION IN CALIFORNIA/A PARTNERSHIP IN NEW YORK)
29TH FLOOR
333 MARKET STREET

SAN FRANCISCO, CALIFORNIA 94105-2130
TELEPHONE (415) 227-0900

JERRY NEMER (1918-1989)
EVELLE J. YOUNGER (1918-1989)

LOS ANGELES • CENTURY CITY • SAN JOSE
NEWPORT BEACH • NEW YORK

FAX
(415) 227-0770

OUR FILE NUMBER

November 1, 1991

Sent Via Express Mail

Hon. Commissioner of Patents and Trademarks
United States Patent and Trademark Office
Box Assignments
2011 Jefferson Davis Highway
Arlington, VA 22202

RE: Cinemark USA, Inc.
Cinemark Properties, Inc.
Cinemark Corporation
Missouri City Central 6, Inc.
Barclays Bank PLC, as Agent

To Whom It May Concern:

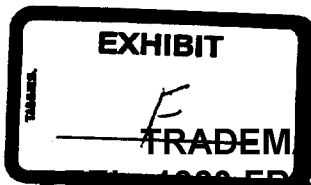
I enclose herewith the following original documents:

1. Assignment of and Amendment to Amended and Restated Trademark/Trade Name Security Agreement and Assignment of Security Interest ("Assignment") dated October 17, 1991, among Bankers Trust Company, individually and as agent for certain banks ("Assignor"), Cinemark USA, Inc., as borrower ("Borrower"), and Barclays Bank PLC, as Agent ("Assignee"). Assignor will assign nine (9) trademarks or service marks to Assignee.
2. Trademark Security Agreement dated October 16, 1991 naming Cinemark USA, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign ten (10) trademarks or service marks to Grantee.
3. Trademark Security Agreement dated October 16, 1991 naming Cinemark Properties, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign ten (10) trademarks or service marks to Grantee.

RECEIVED
NOV 11 1991
ASSIGNMENT

TRADE-MARK

REF 0827 FRANK 069



REF. 1020 FRAME: 0951

Handwritten initials

Handwritten initials

Handwritten initials

November 1, 1991

Page 2

4. Trademark Security Agreement dated October 16, 1991 naming Cinemark Corporation, as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign five (5) trademarks or service marks to Grantee.
5. Trademark Security Agreement dated October 16, 1991 naming Missouri City Central 6, Inc., as Grantor, and Barclays Bank PLC, as Agent, as Grantee. Grantor will assign six (6) trademarks or service marks to Grantee.

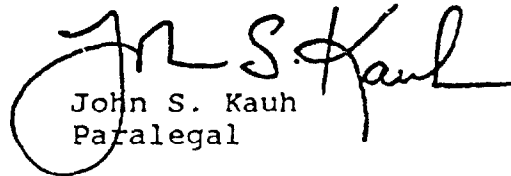
Please record the enclosed instruments in the appropriate records of the United States Patent and Trademark Office. When recording the enclosed instruments, the Assignment, which will assign the trademarks identified on Exhibit A attached to this letter (item number 1 above) must be recorded first then the individual trademark security agreements can be recorded (items 2-5).

I enclose a stamped, self-addressed post card. Please deposit this post card in the U.S. Mail to indicate that you have received this letter and that the documents have been recorded.

Finally, I am enclosing a check in the amount of \$320.00 made payable to the U.S. Patent and Trademark Office for payment of the recording fees.

If you have any questions regarding this letter please do not hesitate to contact me.

Very truly yours,


John S. Kauh
Paralegal

Enclosures

TRADE-MARK

REEL 0827 FRAME 70

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)

Missouri City Central 6, Inc., a Texas corporation (the "Grantor"), owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 2 annexed hereto;

Cinemark U.S.A., Inc., a Texas corporation, certain Banks and Barclays Bank PLC as Agent for such Banks are parties to an Amended and Restated Credit Agreement, dated as of October 7, 1991 (as the same may be amended from time to time, the "Credit Agreement");

Pursuant to the terms of the subsidiary Security Agreement, dated as of even date herewith, a copy of which is attached hereto as Exhibit "A" (as the same may be amended from time to time, the "Security Agreement"), between the Grantor and certain other parties which are signatories thereto as grantor and Barclays Bank PLC, as Agent for its own benefit and for the ratable benefit of Banks (in such capacity, together with its successors in such capacity, the "Grantee"), the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title, and interest of the Grantor in, to and under all the Grantor's Trademarks and Trademark Licenses, together with any reissues, extensions, or renewals thereof, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Secured Obligations;

TRADE-MARK

REEL 0827 FRAME 71

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant upon the occurrence of certain events described herein, to Grantee a continuing security interest in all of the Grantor's right, title, and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration, and Trademark application, including each Trademark,

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Trademark registration, and Trademark application referred to on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration, and Trademark application;

(ii) each Trademark License, including each Trademark License listed opposite the Grantor's name on Schedule 2 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licenses; and

(iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark or Trademark registration including any Trademark or Trademark registration referred to opposite the Grantor's name in Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 2 annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration, or Trademark licensed under any Trademark License.

These security interests are granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement is intended to secure the Secured Obligations on the terms and conditions stated herein.

TRADE-MARK

REEL 0827 FRAME 072

All capitalized terms herein shall have the meaning ascribed thereto in the Security Agreement, unless specifically defined herein.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized signatory as of the 16th day of October, 1991.

GRANTOR

MISSOURI CITY CENTRAL 6, INC.
a Texas corporation

By Margaret E. Richard
Title: V. Pres.

GRANTEE

Acknowledged and Agreed to:

Dated as of October 16, 1991.

BARCLAYS BANK PLC,
as Agent for its own benefit and
for the ratable benefit of Banks

By Andrew Way
Title: DIRECTOR

TRADE-MARK

REEL 0827 FRAME 73

SCHEDULE 1 TO
 TRADEMARK SECURITY AGREEMENT
 TRADEMARKS
 OWNED OR USED BY
 MISSOURI CITY CENTRAL 6, INC.

Missouri City Central 6, Inc., has the right to use the following trademarks of Cinemark USA, Inc.:

Front Row Joe	1540958	1988/09/22
Front Row Joe Character	1558480	1988/09/22
Cinemark Logo	1551346	1988/09/22
Cinemark Theatres	1598964	1988/06/27
Cinemark	Filing Receipt for Trademark Application not yet received - Serial Number 73/824295	

<u>Servicemark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Cinemark	931,560	March 28, 1972

Missouri City Central 6, Inc., may have common law trademark rights in the following trade names:

Central 6

TRADE-MARK

REEL 0827 FRAME 74

SCHEDULE 2 TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK LICENSES
OWNED BY
MISSOURI CITY CENTRAL 6, INC.

NONE

REEL 0827 FRAME 75
TRADE-MARK

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 16th day of October, in the year 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Margaret E. Ricker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Vice President of TRANS TEXAS CINEMA, INC., a Texas corporation, one of the entities described in and which executed the within instrument, and acknowledged to me that such corporation executed the within instrument.

WITNESS my hand and official seal.

Signature: Marie Elena Russo
MARIE ELENA RUSSO

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 16th day of October, in the year 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew Wyke, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Director of BARCLAYS BANK PLC, one of the entities described in and which executed the within instrument, and acknowledged to me that such corporation executed the within instrument.

WITNESS my hand and official seal.

Signature: Marie Elena Russo
MARIE ELENA RUSSO

MARIE ELENA RUSSO
Notary Public, State of New York
No. 31-4727373
Qualified in New York County
Commission Expires July 31, 1992

TRADE-MARK

REEL 0827 FRAME 76

MARIE ELENA RUSSO
Notary Public, State of New York
No. 31-4727373
Qualified in New York County
Commission Expires July 31, 1992

RECORDED
PATENT AND TRADEMARK
OFFICE

NOV - 1 1991

TRADEMARK