FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

07-12-1999

101087592

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

7-8-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID # [ ]
- [ ] Correction of PTO Error Reel # [ ] Frame # [ ]
- [ ] Corrective Document Reel # [ ] Frame # [ ]

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other [ ]

Effective Date Month Day Year [ ]

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: AMSTAR ENTERTAINMENT, L.L.C.

Execution Date Month Day Year: 5 - 3 - 99

Formerly: [ ]

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [X] Other: Limited Liability Company
- [ ] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: FIRST UNION NATIONAL BANK, AS AGENT

DBA/AKA/TA: [ ]

Composed of: [ ]

Address (line 1): 301 South College Street

Address (line 2): One First Union Center

Address (line 3): Charlotte (City) NC (State/Country) 28288-0735 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [X] Other: National Banking Association
- [ ] Citizenship/State of Incorporation/Organization: [ ]

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

07/09/1999 MTHAI1 00000097 75481846

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name: Jeffrey A. Henson

Address (line 1): Robinson, Bradshaw & Hinson, P.A.

Address (line 2): 101 North Tryon Street, Suite 1900

Address (line 3): Charlotte, North Carolina 28246-1900

Address (line 4):

Correspondent Name and Address

Area Code and Telephone Number: 704-377-8342

Name: Jeffrey A. Henson

Address (line 1): Robinson, Bradshaw & Hinson, P.A.

Address (line 2): 101 North Tryon Street, Suite 1900

Address (line 3): Charlotte, North Carolina 28246-1900

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75/481,846					
75/481,729					

Number of Properties

Enter the total number of properties involved. # 2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 65

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 500327

Authorization to charge additional fees: Yes [X] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Jeffrey A. Henson	Jeffrey A. Henson	6-7-99
Name of Person Signing	Signature	Date Signed

GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS

WHEREAS, AMSTAR ENTERTAINMENT, L.L.C. (the "Pledgor") is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents listed on Schedule A attached hereto, which patents are registered or have pending applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents"); and

WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of April 30, 1999, in which the Pledgor has agreed with First Union National Bank, as Agent (the "Agent"), with offices at One First Union Center, 301 South College Street, Charlotte, North Carolina 28288-1139, to execute this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby assign and grant to the Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks and the Patents. This Assignment has been given in conjunction with the assignment and security interest granted to the Agent under the Security Agreement, and the provisions of this Assignment are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

AMSTAR ENTERTAINMENT, L.L.C.

By: Ricky W. Thom

Title: Chief Financial Officer

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Pledgor	Mark	Application or Registration No.	Country	Issue or Filing Date
AmStar Entertainment, L.L.C.	Amstar Entertainment	75/481,846	U.S.A.	May 8, 1998
AmStar Entertainment, L.L.C.	Amstar Cinema	75/481,729	U.S.A.	May 8, 1998